

January 31, 2011

SDMS Document



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**VIA EMAIL AND OVERNIGHT DELIVERY**

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Office of the Regional Counsel  
United States Environmental Protection Agency, Region 2  
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New York, New York 10007-1866

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Ms. Alison Hess  
Emergency and Remedial Response Division  
United States Environmental Protection Agency, Region 2  
290 Broadway – 19th Floor  
New York, New York 10007

Re: Standard Chlorine Chemical Co. Inc. Superfund Site

McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
T. 973.622.4444  
F. 973.624.7070  
www.mccarter.com

Dear Ms. Flanagan and Ms. Hess:

On behalf of Thermo Fisher Scientific Inc. ("Thermo Fisher"), I enclose a partial response to the USEPA's §104(e) information request relating to the Standard Chlorine Chemical Co. Inc. Site. The USEPA agreed to extend Thermo Fisher's time for response to the questions of the request relating to the relationship of Thermo Fisher to The Tanatex Chemical Corporation through January 31, 2011 and to extend the time for response to the balance of the request through February 28, 2011. We most appreciate that accommodation. Under separate cover, we will forward to you Thermo Fisher's original signature page relating to the enclosed partial response to the request.

Please let me know if you have any questions concerning the enclosed response.

Very truly yours,

  
J. Forrest Jones

Enclosure

cc: Lanny S. Kurzweil, Esq.

BOSTON

HARTFORD

NEW YORK

NEWARK

PHILADELPHIA

STAMFORD

WILMINGTON

**RESPONSE OF THERMO FISHER SCIENTIFIC INC. TO USEPA REQUEST FOR  
INFORMATION REGARDING THE STANDARD CHLORINE CHEMICAL  
COMPANY SITE, KEARNY, HUDSON COUNTY, NEW JERSEY**

Thermo Fisher Scientific Inc. ("Thermo Fisher") submits this response to the Request for Information ("Request") of the United States Environmental Protection Agency ("USEPA" or the "Agency") pursuant to USEPA's purported authority under Section 104(e) of the Comprehensive Environmental Response, Compensation & Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA") regarding the Standard Chlorine Chemical Company Site, Kearny, Hudson County, New Jersey (the "Site"). Thermo Fisher makes this response (i) without admitting any liability or any issue of law or fact; (ii) without admitting that any hazardous substance was released or deposited by Thermo Fisher (or a predecessor of Thermo Fisher) at the Site; and (iii) without prejudice to any position Thermo Fisher may take in connection with the Site or any action or proceeding related to the Site in the future.

Thermo Fisher has searched the records it considers most likely to contain information responsive to the Agency's Request, and similarly has contacted those current employees it considers most likely to provide such responsive information. However, Thermo Fisher cannot categorically state that it has not inadvertently overlooked some piece of information or a document that the Agency may consider responsive in whole or in part to its Request or which may cause Thermo Fisher upon discovery of such information to supplement, modify or revise any of its responses herein. Accordingly, Thermo Fisher reserves the right to supplement, modify and revise any of its responses to the Request set forth below.

Pursuant to an agreement reached amongst counsel to Thermo Fisher and counsel to the USEPA, Region 2, and to expedite the provision of a partial response, Thermo Fisher's response to the Request is bifurcated. This response solely addresses Requests 1 -4. Accordingly,

Thermo Fisher reserves the right to supplement its objections, and to state additional objections, at such time as Thermo Fisher responds to the remaining Requests.

Thermo Fisher further objects to the Agency's Request, Nos. 1-4, on the following grounds:

1. Thermo Fisher objects to the Agency's Requests to the extent that such Requests solicit information as to every entity related to Thermo Fisher, whether or not those entities have any potential nexus to the Site under investigation or to an entity that may have had a nexus to the Site. Accordingly, the Requests are unauthorized by CERCLA and exceed the scope of the Agency's authority because they seek information irrelevant to the Site that is the subject matter of these Requests and impose a substantial and unnecessary burden upon Thermo Fisher to assemble records, and thus are, as applied, arbitrary, capricious and unreasonable.

2. Thermo Fisher objects to the Agency's Requests to the extent they purport to require Thermo Fisher to state or disclose information protected by the attorney-client privilege, attorney work product doctrine, the self-critical analysis privilege, and other applicable privileges, immunities or rules protecting against disclosure.

3. Thermo Fisher objects to the Requests on the grounds that the various Requests are overly broad, oppressive and unduly burdensome, and are not reasonably calculated to lead to the discovery of otherwise admissible evidence.

4. Thermo Fisher objects to the "Instructions" and "Definitions" contained within the Agency's Requests, to the extent that:

(a) they are vague, ambiguous, overly broad (in time and scope) and not identified with reasonable particularity;

(b) they seek information that is not within Thermo Fisher's possession, custody or control;

(c) they seek information and documents that are unreasonably cumulative or duplicative, or may be obtained more conveniently or with less burden from other sources, or are already in the Agency's possession.

5. Thermo Fisher objects to the definition of "Company" to the extent it includes alleged predecessors and subsidiaries of Thermo Fisher. Because the Request pertains to the relationship between Thermo Fisher and certain alleged predecessors and subsidiaries, such a definition would render the specific requests circular and meaningless. Subject to the foregoing, Thermo Fisher has endeavored to respond to the Request to include requested information concerning relevant affiliates and alleged predecessors of affiliates.

6. The Agency request is overbroad and exceeds its Authority under CERCLA to the extent the Agency seeks a certification along with Thermo Fisher's responses.

7. The fact that Thermo Fisher has not lodged, stated or raised a specific objection at this time to any particular numbered Request shall not be construed as a waiver or limitation of Thermo Fisher's right to raise objections to such Requests, or to object to the use of any information gathered in response to the Agency's Request. Thermo Fisher specifically reserves the right to state additional objections.

Subject to and without waiving the foregoing, Thermo Fisher responds as follows:

#### REQUEST

1.
  - a) State the correct name and mailing address of the Company.
  - b) State the name and address of the president, chief executive officer or the chairman of the board, or other presiding officer of the Company.
  - c) Identify the state of incorporation of Company and its agent for service of process in the state of incorporation and in New Jersey.

d) If the Company is a subsidiary or affiliate of another company, or has subsidiaries, or is a successor to another company, identify these related companies. For each related company, describe the relationship to the Company and indicate the date and manner in which each relationship was established.

e) How many employees does the Company have?

#### RESPONSE

- a) Thermo Fisher Scientific Inc.  
81 Wyman Street  
Waltham, Massachusetts 02451
- b) Marc N. Casper, President and Chief Executive Officer  
Jim P. Manzi, Chairman of the Board and Director  
Thermo Fisher Scientific Inc.  
81 Wyman Street  
Waltham, Massachusetts 02451
- c) Thermo Fisher is a corporation of the State of Delaware.

Thermo Fisher's agent for service of process in its state of incorporation is Capitol Services, Inc., 615 South DuPont Highway, Dover, Delaware 19901. Thermo Fisher is not registered to do business in New Jersey.

d) Thermo Fisher is not a subsidiary of any other company. It is a publicly-traded corporation with numerous shareholders. Thermo Fisher has a large number of direct and indirect subsidiaries. Attached as Exhibit A is a list of over 500 direct and indirect subsidiaries (not all of which are wholly-owned) that was included with Thermo Fisher's Form 10-K for the period ending December 31, 2009. Thermo Fisher objects to the request for the "date and manner in which each relationship was established" with these numerous related companies as overbroad and unduly burdensome. For additional information, Thermo Fisher refers to its response to Request 2.

e) As of December 31, 2009, Thermo Fisher together with its direct and indirect subsidiaries had approximately 35,400 employees.

#### REQUEST

2. Describe in detail the Company's relationship with Tanatex Chemical Corporation ("Tanatex"), Sybron Corporation, Sybron International Corporation and Apogent Technologies, Inc., answering the following questions:

- a) is the Company a corporate successor to any of these entities;
- b) is the Company a parent or sister corporation to any of these entities;

c) has the Company assumed any liabilities of any of these entities or agreed to defend or indemnify, or otherwise in any way become responsible for any liabilities or obligations of the entities, either actual or potential.

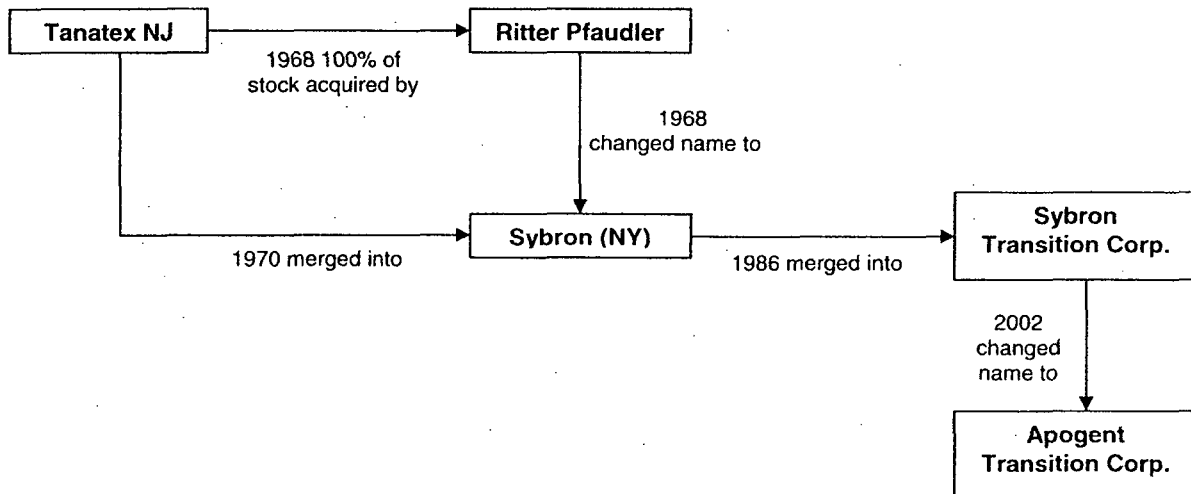
### RESPONSE

In addition to the general objections, Thermo Fisher specifically objects to this question on the grounds that it seeks a legal conclusion concerning "corporate successor" and whether an entity has "assumed any liabilities." In addition, Thermo Fisher objects to the extent the question uses such undefined terms as "parent or sister corporation" or "relationship" (with Tanatex). Notwithstanding its general and specific objections, and without waiver of such objections, Thermo Fisher provides the following:

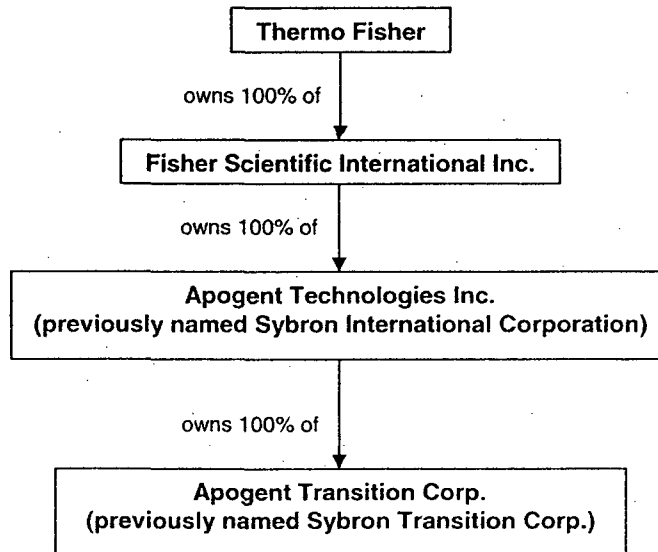
#### The relationship between Tanatex NJ and Thermo Fisher

The issued and outstanding stock of The Tanatex Chemical Corporation, a New Jersey corporation (Tanatex NJ) was acquired by Ritter Pfaudler Corporation, a New York corporation, pursuant to a Plan of Reorganization dated June 13, 1968. Later in 1968, Ritter Pfaudler Corporation changed its name to Sybron Corporation (Sybron NY). By a Certificate of Merger dated December 31, 1970, Tanatex NJ merged into Sybron NY, with Sybron NY as the surviving corporation.

By Certificate of Merger dated July 31, 1986, Sybron NY merged into Sybron Transition Corp., a Delaware corporation, with Sybron Transition Corp. as the surviving corporation. By a Consent of Sole Shareholder dated February 11, 2002, Sybron Transition Corp. changed its name to Apogent Transition Corp. Apogent Transition Corp. is still in existence. Accordingly, the events defining the relationship of Tanatex NJ to Apogent Transition Corp. are as follows:



Apogent Transition Corp. remains a wholly-owned subsidiary of Apogent Technologies Inc., a Wisconsin corporation (previously named Sybron International Corporation), which is itself a wholly-owned subsidiary of Fisher Scientific International Inc., a Delaware corporation. Fisher Scientific International Inc. is, in turn, a wholly-owned subsidiary of Thermo Fisher. Accordingly, the relationship between Apogent Transition Corp. and Thermo Fisher is as an indirect, wholly-owned subsidiary, as follows:



#### Relationship between Sybron Corporation and Thermo Fisher

There have been three corporations with the name "Sybron Corporation." The first was a New York corporation that had previously been named Ritter Pfaudler. As described above, this corporation merged into Sybron Transition Corp., now named Apogent Transition Corp., an indirect, wholly-owned subsidiary of Thermo Fisher.

The second corporation named "Sybron Corporation" was formed in 1986 as a Delaware corporation (Sybron DE 1986). By the Certificate of Amendment of the Certificate of Incorporation of Sybron Corporation dated January 24, 1992, Sybron DE 1986 changed its name to Sybron Holdings, Inc. By a Certificate of Ownership and Merger dated September 28, 1992, Sybron Holdings, Inc. was merged into Acquiring/SAC, Inc., a Delaware corporation. By another Certificate of Ownership and Merger also dated September 28, 1992, Acquiring/SAC, Inc. was merged into SAC/Residual, Inc., a Delaware corporation. By a Certificate of Ownership and Merger dated September 29, 1994, SAC/Residual was merged into Sybron International Corporation, a Wisconsin corporation that (as described above) is now named Apogent Technologies Inc. As described above, Apogent Technologies Inc. is an indirect, wholly-owned subsidiary of Thermo Fisher.

The third corporation named "Sybron Corporation" was a Delaware Corporation formed in 1987 and previously named Sybron Acquisition Company (Sybron DE 1987). By Articles of Merger dated January 25, 1994, Sybron DE 1987 merged into Sybron International Corporation,

which, as described above, is now named Apogent Technologies, Inc., an indirect, wholly-owned subsidiary of Thermo Fisher.

Relationship between Sybron International Corporation/Apogent Technologies Inc. and Thermo Fisher

As described above, Sybron International Corporation and Apogent Technologies Inc. are names by which the same corporation was called at different times. On January 30, 2001, Sybron International Corporation changed its name to Apogent Technologies Inc.

On August 2, 2004, Apogent Technologies Inc. was acquired by and became a wholly-owned subsidiary of Fisher Scientific International Inc. In November 2006, pursuant to an Agreement and Plan of Merger dated as of May 7, 2006, a wholly-owned subsidiary of Thermo Electron Corporation merged into Fisher Scientific International Inc., with Fisher Scientific International Inc. as the surviving corporation. As a result, Fisher Scientific International Inc. became a wholly-owned subsidiary of Thermo Electron Corporation, a Delaware corporation. As part of the transaction, Thermo Electron Corporation changed its name to Thermo Fisher Scientific Inc. Apogent Technologies Inc. remains an indirect, wholly-owned subsidiary of Thermo Fisher.

Subject to the foregoing, Thermo Fisher responds to the specific information requests as follows:

- a) No.
- b) As set forth above, Thermo Fisher is an indirect parent corporation of Apogent Technologies Inc., which is the only surviving entity among those identified in this request. Thermo Fisher is also an indirect parent corporation of Apogent Transition Corp.
- c) Thermo Fisher is not aware of any agreement by which it could be deemed to have assumed the liabilities of any of the entities identified in this request.

REQUEST

3. Provide copies of all documents pertaining to any transactions between the Company and Tanatex, Sybron Corporation, Sybron International Corporation or Apogent Technologies, Inc.

RESPONSE

In addition to its general objections, Thermo Fisher specifically objects to the request for "all documents pertaining to any transactions" between Thermo Fisher and the identified corporations as overbroad and unduly burdensome and beyond the scope of the Agency's authority under CERCLA § 104(e). Notwithstanding its general and specific objections, and without waiver of such objections, Thermo Fisher provides copies of the following:

- a) Plan of Reorganization dated June 13, 1968 by which Sybron NY (then known as Ritter Pfaudler Corporation) acquired Tanatex NJ (Exhibit B);
- b) Certificate of Merger dated December 31, 1970 by which Tanatex NJ merged into Sybron NY (Exhibit C);
- c) Certificate of Merger dated July 31, 1986 by which Sybron NY merged into Sybron Transition Corp. (Exhibit D); and



d) Consent of Sole Stockholder by which Sybron Transition Corp. changed its name to Apogent Transition Corp. (Exhibit E).

#### REQUEST

4. If the Company is the corporate successor to Tanatex, Sybron Corporation, Sybron International Corporation or Apogent Technologies, Inc. but you maintain that another entity has assumed or agreed to indemnify the Company for liability that may arise with respect to the Site, identify the entity that has assumed the liability or agreed to indemnify the Company. Provide copies of the documents showing the assumption or indemnification.

#### RESPONSE

In addition to the general objections, Thermo Fisher specifically objects to this question on the grounds that it seeks a legal conclusion concerning "corporate successor" and whether an entity has "assumed the liability" or "agreed to indemnify." Notwithstanding its general and specific objections, and without waiver of such objections, Thermo Fisher provides the following response:

Thermo Fisher is not the corporate successor to Tanatex NJ, Sybron NY, Sybron DE 1986, Sybron DE 1987 or Sybron International Corporation (now known as Apogent Technologies Inc.). However, there may be assumption and/or indemnification obligations relevant to any potential liability for the Site.

In 1987, Sybron DE 1987 sold the Sybron Chemical Group to a corporation subsequently known as (or the predecessor to a corporation known as) Sybron Chemicals Inc. This sale is described in the 1995 10-K prepared by Sybron Chemicals Inc. (referred to in the 10-K as the "Company"), which states that: "The Company, a Delaware corporation formerly known as Sybron Chemical Industries Inc., is the successor to a business established in the 1920's. That business became a specialty chemical company (the "Sybron Chemical Group") in the 1960's under the ownership of Sybron Corporation. The Company acquired the Sybron Chemical Group from Sybron Corporation in 1987." (Emphasis added.) The 1995 10-K of Sybron Chemicals Inc. also included the following statement: "In connection with the acquisition of the Sybron Chemical Group from Sybron Corporation, (a) the Company agreed to assume all liabilities relating to environmental matters arising as a result of the conduct of the business of the Sybron Chemical Group." (Emphasis added.)

It should be noted that after the 1987 transaction described above there was no ownership relation between Sybron Chemicals Inc., on the one hand, and Sybron Transition Corp., Sybron DE 1986, Sybron DE 1987, Sybron International Corporation or other entities of that corporate affiliate group, on the other hand.

Following its acquisition in 1968 by Sybron NY (then known as Ritter Pfaudler Corporation), Tanatex NJ had been a part of the Sybron Chemical Group. Accordingly, based on the characterization of obligations in its 1995 10-K, it appears that Sybron Chemicals Inc. may have agreed to assume any potential liability associated with Tanatex NJ's operations at the Site. Thermo Fisher is not currently in possession of all documents relating to this assumption of liability. Thermo Fisher is continuing its investigation with respect to the subject matter of this

request and reserves its right to supplement or amend this response based on the outcome of this investigation.

According to information maintained online by the Pennsylvania Department of State, the corporation formerly known as Sybron Chemicals Inc. is a Delaware corporation that was created in 1989 and subsequently changed its name to Lanxess Sybron Chemicals Inc. (see Exhibit F). A press release issued by Lanxess Corporation on August 15, 2007 (Exhibit G) confirms that "Sybron Chemicals Inc., a wholly-owned subsidiary of LANXESS Corp. that operates the U.S. ion exchange resin business, changed its name to LANXESS Sybron Chemicals Inc."

As noted above, Sybron Chemicals Inc. (now known as Lanxess Sybron Chemicals Inc.) described itself as the "successor" to the Sybron Chemical Group, which included the textile chemical line-of-business that was operated until 1970 by Tanatex NJ and which Sybron Chemicals Inc. (or a predecessor) purchased in 1987. Moreover, in its response to a §104(e) information request regarding the Site, Lanxess Sybron Chemicals Inc. acknowledged that its "predecessors-in-interest" had manufactured "Tanatex products" in New Jersey (at a plant in Lyndhurst) as part of the Sybron Chemical Group. (See Lanxess Sybron Chemicals Inc., General Statement, par. 4.)

**STATEMENT IN LIEU OF CERTIFICATION OF ANSWERS TO REQUEST FOR  
INFORMATION**

As set out in the General Objections above, it is Thermo Fisher's position that the provisions of CERCLA do not authorize and/or require that persons or entities responding to a 104(e) request provide a certification or affidavit with respect to such response. However, Thermo Fisher states that, in connection with preparation of the 104(e) responses set forth above, it has undertaken a diligent inquiry to locate, review and assemble information in its possession, custody and control responsive to the Request. Thermo Fisher is also prepared to supplement this Response in the event that it uncovers additional responsive information.

**For Thermo Fisher Scientific Inc.:**

\_\_\_\_\_  
JOHN A. PICCIONE

NAME (print or type)

\_\_\_\_\_  
ASSISTANT SECRETARY

TITLE (print or type)

  
\_\_\_\_\_  
SIGNATURE



## EX-21 5 tmok2009ex21.htm EXHIBIT 21 - SUBSIDIARY LIST

## Exhibit 21

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Thermo Electron Australia Pty Limited [31.56% by Thermo BioAnalysis LLC]	Australia	68.44
Thermo Informatics Asia Pacific Pty Ltd.	Australia	100
Thermo Optek (Australia) Pty Ltd.	Australia	100
Thermo Finnigan Australia Pty. Ltd.	Australia	100
Thermo Trace Ltd.	Australia	100
Thermo Fisher Scientific New Zealand Holdings	New Zealand	100
Thermo Fisher Scientific New Zealand Limited	New Zealand	100
Bearcat Acquisition Company LLC	Delaware	100
Thermo Fisher Scientific Australia Pty Ltd	Australia	100
Promedica Pty Limited	Australia	100
Technology Design Solutions Pty Ltd	Australia	100
App-Tek International Pty Ltd	Australia	100
EnviroEquip Pty Ltd	Australia	100
Thermo Gamma-Metrics Holdings Pty Ltd.	Australia	100
Thermo Gamma-Metrics Pty Ltd	Australia	100
Thermo Electron (Chile) S.A.	Chile	100
Thermo Electron A/S	Denmark	100
Thermo Electron Holdings SAS [28.77% by Thermo Electron Scientific Instruments LLC and 21.73 % by Thermo BioAnalysis LLC]	France	49.50
Thermo Electron SAS	France	100
Thermo Electron LED S.A.S.	France	100
Jouan Limited	England	100
Thermo Electron Industries	France	100
SCI du 10 rue Dugay Trouin (2% owned by Thermo Electron Industries)	France	98
Thermo Fisher Scientific Milano Srl (.05% owned by Thermo Electron Industries)	Italy	99.95
Jouan Robotics SAS	France	100
Thermo Electron CZ a.s.	Czech Republic	100
Laboratory Management Systems, Inc.	Delaware	100
Fisher Clinical Logistics LLC	Delaware	100
Fisher Clinical Services Japan K.K.	Japan	100
Thermo Fisher Scientific Aquasensors LLC	Delaware	100
Thermo Fisher Scientific Mexico City, S. de R.L. de C.V. (1% by Thermo Fisher Scientific (Mexico City) LLC)	Mexico	99
Open BioSystems, Inc.	Delaware	100
TFLP LLC	Delaware	100
Cohesive Technologies Inc.	Delaware	100
Cohesive Technologies (UK) Limited	England	100
Thermo Hypersil-Keystone LLC	Delaware	100
Thermo Fisher Scientific Senior Financing LLC	Delaware	100
Thermo Fisher GP LLC	Delaware	100
Thermo Fisher Scientific C.V. [1% owned by TFLP LLC]	Netherlands	99
Oxoid Australia Pty Ltd	Australia	64.5

[35.5% by Oxoid International Limited]		
TFS Breda BV	Netherlands	100
Thermo Dutch Holdings Limited Partnership	England	99
[1% owned by Thermo Finland Holdings LLC]		

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Thermo Cayman Holdings Ltd. [33.33% owned by Thermo Cambridge Limited]	Cayman Islands	66.67
Thermo Fisher Investments (Cayman) Ltd.	Cayman Islands	100
Thermo Suomi Holding B.V. [33.33 owned by Life Sciences International Holdings BV]	Netherlands	66.67
Thermo Fisher (Finland Holdings 2) LLC	Delaware	100
Thermo Fisher (Finland Holdings) Limited Partnership (.5% owned by Thermo Fisher (Finland Holdings 2) LLC)	England	99.5
Thermo Fisher Scientific Oy	Finland	100
Thermo Fisher India Holding B.V. [6.13% by Thermo Fisher Scientific Inc., .68% by Thermo Gamma-Metrics LLC and 30.74% by Thermo Fisher Scientific (Ashville) LLC]	Netherlands	62.45
Thermo Fisher Scientific India Pvt Ltd	India	100
Thermo Electron India Private Limited	India	100
Kendro Laboratory Products India Pvt. Ltd.	India	100
Thermo Shandon Limited	England	100
LambTrack Limited [40% by Raymond A Lamb Limited]	England	60
Raymond A Lamb Limited	England	100
Thermo Electron Manufacturing Limited	England	100
Thermo Nicolet Limited	England	100
Thermo Elemental Limited	England	100
Thermo Finnigan Limited	England	100
Thermo Hypersil Ltd	England	100
GV Instruments Limited	England	100
HTX Limited	England	100
Analytical Precision Products Limited	England	100
GV Instruments Inc	Delaware	100
GV Instruments Canada Ltd.	Canada	100
JSC "Thermo Fisher Scientific"	Russia	100
Labinstruments Oy	Finland	100
Fisher Clinical Services Mexico, S. de R.L. de C.V. [1% by Fisher Clinical Services (Mexico) LLC]	Mexico	99
Fisher Clinical Services (Mexico) LLC	Delaware	100
Thermo Fisher Germany B.V.	Netherlands	100
NovaWave Acquisition Corporation	California	100
Thermo Fisher Re Ltd. [20% by Thermo Fisher Insurance Holdings Inc.]	Bermuda	80
Thermo Finland Holdings LLC	Delaware	100
Pelican Acquisition Corporation	Delaware	100
Priority Air Holdings Corp	Delaware	100
Priority Air Express, LLC	Delaware	100
Priority Air Express Pte. Ltd.	Singapore	100
PAX - DSI Acquisition LLC	Delaware	100
Distribution Solutions International, Inc.	Michigan	100
Delivery Solutions International, Inc.	Michigan	100
Diversified Services International, L.L.C.	Michigan	100
Diversified Solutions International, L.L.C.	Michigan	100
Thermo EGS Gauging, Inc.	Delaware	100

EGS Gauging Technical Services Company	Delaware	100
EGS Gauging Ltd.	England	100
EGS Gauging Pty Ltd	Australia	100
Thermo Asset Management Services Inc.	Delaware	100



NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Kendro Laboratory Products (H.K.) Limited	Hong Kong	100
Ahoy Acquisition Corporation	Delaware	100
Ionalytics Corporation	Canada	100
Thermo CRS Holdings Ltd.	Canada	100
Thermo CRS Ltd.	Canada	100
Robocon Labor- und Industrieroboter Gesellschaft m.b.H	Austria	100
CRS Robotics France EURL	France	100
Thermo Electron North America LLC	Delaware	100
Loftus Furnace Company	Pennsylvania	100
NAPCO, Inc.	Connecticut	100
Fisher Clinical Services (Colombia) LLC	Delaware	100
Fisher Clinical Services Colombia S.A.S.	Colombia	100
Fisher Clinical Services (Peru) LLC	Delaware	100
Fisher Clinical Services Peru S.R.L. [1% owned by Thermo Fisher Scientific Inc.]	Peru	99
Fisher Servicios Clinicos (Chile) LLC	Delaware	100
Fisher Servicios Clinicos Chile Ltda [1% owned by Thermo Fisher Scientific Inc.]	Chile	99
Staten Island Cogeneration Corporation	New York	100
Thermo NITON Analyzers LLC	Delaware	100
Niton Asia Limited	Hong Kong	100
Thermo Electron Export Inc.	Barbados	100
Thermo Fisher Scientific (Mexico City) LLC	Delaware	100
Thermo Foundation, Inc.	Massachusetts	100
Thermo Fisher Financial Services Inc.	Delaware	100
Russell pH Limited	Scotland	100
Thermo Keytek LLC	Delaware	100
Thermedics Detection de Argentina S.A. (10% by Thermo Ramsey Inc.)	Argentina	90
Fisher Clinical Services Latin America S.R.L. (10% by Thermo Ramsey Inc.)	Argentina	90
Thermo Detection de Mexico, S.A. de C.V. [1% owned by Thermo Environmental Instruments Inc.]	Mexico	99
Thermo Detection Limited	England	100
Goring Kerr Detection Limited	England	100
Goring Kerr (NZ) Limited	New Zealand	100
Thermo Sentron Canada Inc. (additionally, 5% of the shares are owned directly by Thermo Fisher Scientific Inc.)	Canada	95
Thermo Ramsey S.A.	Spain	100
Thermo Ramsey Inc.	Massachusetts	100
Thermo Fisher Scientific Brasil Instrumentos de Processo [.01% owned by Thermo Ramsey Inc.]	Brazil	99.99
Thermo Re, Ltd.	Bermuda	100
Thermo Electron (Proprietary) Limited	South Africa	100
Comtest Limited	England	100
Thermo Electron Metallurgical Services, Inc.	Texas	100
ONIX Systems Inc.	Delaware	100
Thermo Process Instruments GP, LLC	Delaware	100

Thermo Process Instruments, L.P. (an additional 0.1% owned by Thermo Process Instruments GP, LLC)	Texas	99.9
Thermo Measuretech Canada Inc.	Canada	100
Onix Holdings Limited	England	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
CAC Limited	England	100
Thermo Measurement Ltd	England	100
H.P.L.C. Technology Company Limited	England	100
Thermo Onix Limited	England	100
Thermo Electron Scientific Instruments LLC	Delaware	100
Thermo Fisher Eurobonds Ltd.	Cayman Islands	100
Fuji Partnership (19.8342% by Thermo Fisher Scientific (Asheville) LLC)	Japan	80.1658
Thermo Fisher Scientific (Mississauga) Inc. [Thermo Finnigan LLC owns 100 Series A Preferred shares]	Canada	100
Life Sciences International Limited	England	100
Hybaid Limited	England	100
Equibio Limited	England	100
Thermo Optek Limited	England	100
Thermo Cambridge Limited	England	100
VG Systems Limited	England	100
Thermo Radiometric Limited	England	100
Thermo Electron Limited	England	100
Thermo Electron Weighing & Inspection Limited	England	100
Thermo Sentron Limited	England	100
Thermo Allen Coding Limited	England	100
Thermo Electron (Management Services) Limited	England	100
Life Sciences International Holdings BV	Netherlands	100
Bioanalysis Labsystems, S.A. (10% owned by Thermo Fisher Scientific B.V.)	Spain	90
Life Sciences International (Poland) SP z O.O	Poland	100
Thermo Fisher Scientific Spa	Italy	100
Thermo Ramsey Italia S.r.l.	Italy	100
Thermo Electron Polska Sp. z o.o. (50% owned by Thermo Electron Weighing & Inspection Limited)	Poland	50
Comdata Services Limited	England	100
Helmet Securities Limited (.01% owned by Comdata Services Limited)	England	99.99
Life Sciences International LLC	Delaware	100
Thermo NESLAB Inc.	New Hampshire	100
Thermo Fisher Scientific (Asheville) LLC	Delaware	100
Thermo Scientific Services, Inc.	California	100
Jouan LLC	Delaware	100
Kendro Laboratory Products Pty., Ltd.	Australia	100
Omnigene Limited (41.53% owned by Thermo Electron (Management Services) Limited)	England	58.47
Thermo Kevex X-Ray Inc.	Delaware	100
Thermo Gamma-Metrics LLC	Delaware	100
ThermoSpectra Limited	England	100
Thermo Electron Sweden Forvaltning AB	Sweden	100
Spectra-Physics AB	Sweden	100
Spectra-Physics Holdings USA, Inc.	Delaware	100
Thermo MF Physics LLC	Delaware	100
Spectra-Physics Holdings Limited	England	100

Saroph Sweden AB	Sweden	100
Thermo Electron Sweden AB	Sweden	100
Thermo Life Sciences AB	Sweden	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Laser Analytical Systems, Inc.	California	100
Thermo Finnigan LLC	Delaware	100
TMOI Inc.	Delaware	100
Thermo Fisher Scientific (China) Holding Limited	England	100
Thermo Fisher Scientific (China-HK) Holding Limited	Hong Kong	100
Thermo Fisher Scientific (Shanghai) Instruments Co., Ltd.	China	100
Thermo Fisher Scientific (China) Co Ltd.	China	100
Thermo Fisher Scientific (Shanghai) Management Co., Ltd.	China	100
Thermo Fisher Scientific (Hong Kong) Limited	Hong Kong	100
Thermo Life Science International Trading (Tianjin) Co., Ltd.	China	100
Thermo Fisher Scientific K.K.	Japan	100
TK Partnership (aka Silent Partnership) (49.51% owned by Fuji Partnership)	Japan	50.49
Thermo Fisher Scientific SL	Spain	100
Thermo Fisher (Cayman) Holdings I Ltd.	Cayman Islands	100
Thermo Fisher (Gibraltar) Limited (50% owned by Thermo Fisher (Cayman) Holdings II Ltd.)	Gibraltar	50
Thermo Fisher (Gibraltar) II Limited	Gibraltar	100
Navaho Acquisition Corp.	Delaware	100
NanoDrop Technologies LLC	Delaware	100
Thermo Fisher (Cayman) Holdings II Ltd.	Cayman Islands	100
Thermo BioAnalysis LLC (5.1% owned by Life Sciences International Limited and 9.4% owned by Life Sciences International LLC)	Delaware	85.5
Thermo LabSystems S.A.	Spain	100
Thermo Fisher German Holdings LLC	Delaware	100
Thermo Holding European Operations LLC	Delaware	100
Thermo DMA Inc.	Texas	100
Thermo Electron Singapore Pte Ltd	Singapore	100
Thermo Shandon Inc.	Pennsylvania	100
Thermo BioAnalysis Limited	England	100
Thermo Fast U.K. Limited	England	100
Thermo Projects Limited	England	100
Toolquip International Limited	England	100
Labquip International Limited	England	100
Thermo LabSystems Inc.	Massachusetts	100
InnaPhase Limited	England	100
InnaPhase, Inc.	Canada	100
Thermo Environmental Instruments Inc.	California	100
27 Forge Parkway LLC	Delaware	100
Thermo Electron (Calgary) Limited	Canada	100
Thermo Orion Inc.	Massachusetts	100
Thermo Electron Puerto Rico, Inc.	Puerto Rico	100
Thermo CIDTEC Inc.	New York	100
Thermo Power Corporation	Massachusetts	100
ACI Holdings Inc.	New York	100
Thermo Securities Corporation	Delaware	100
Thermo Instrument Controls de Mexico, S.A. de C.V. (2% by Thermo Fisher Scientific Inc.)	Mexico	98

Thermo Eberline LLC (49% owned by Thermo Fisher Scientific Inc.)	Delaware	51
ThermoLase LLC	Delaware	100
Trex Medical Corporation	Delaware	100
Thermo Corporation	Delaware	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Fisher Scientific GmbH	Germany	100
Fisher Scientific, spol. S.r.o. (33% owned by individuals)	Czech Republic	67
Fisher Scientific (Austria) GmbH	Austria	100
Thermo Fisher Scientific Germany BV & Co. KG	Germany	100
[Thermo Fisher Germany B.V., sole general partner with 0% ownership.]		
Thermo Luxembourg Holding S.a.r.l.	Luxembourg	100
Oxoid Investments GmbH	Germany	100
B.R.A.H.M.S. Holding GmbH	Germany	94.975
[5.025% by Thermo Fisher Scientific Beteiligungsverwaltungs GmbH]		
Haydn GmbH	Germany	100
Bioassays GmbH Diagnostica-Entwicklungsgesellschaft	Germany	100
B.R.A.H.M.S. Aktiengesellschaft	Germany	100
B.R.A.H.M.S. InVivo GmbH	Germany	80
[20% by individuals]		
B.R.A.H.M.S. Biotech GmbH	Germany	94
[6% by non-Thermo entity InVivo Biotech Services GmbH]		
B.R.A.H.M.S. Life Science GmbH	Germany	100
B.R.A.H.M.S. Austria GmbH	Austria	100
B.R.A.H.M.S. Italia s.r.l.	Italy	100
B.R.A.H.M.S. France S.A.S	France	100
Quatuor S.A.	France	100
Cezanne S.A.S.	France	85.25
(14.75% by B.R.A.H.M.S. Aktiengesellschaft)		
HENO GmbH i.L.	Germany	100
BRAHMS USA, Inc.	Delaware	100
B.R.A.H.M.S. UK Ltd	England	100
B.R.A.H.M.S. Iberia S.L.	Spain	100
Thermo TLH (UK) Limited	England	100
Thermo Fisher Scientific (Breda) Holding BV	Netherlands	100
Concept to Volume B.V.	Netherlands	100
Concept to Volume Products B.V.	Netherlands	100
Thermo Fisher Scientific B.V.	Netherlands	100
Thermo Optek S.A.	Spain	100
Thermo Fisher Scientific Finance Company BV	Netherlands	100
Thermo Fisher Scientific B.V.B.A.	Belgium	93.5
(6.5% owned by Thermo Fisher Scientific (Breda) Holding BV)		
Thermo Quest S.A.	Spain	100
Thermo Fisher Scientific (Delft) Holding B.V.	Netherlands	100
Thermo Fisher Scientific (Delft) B.V.	Netherlands	100
Thermo Luxembourg S.a.r.l.	Luxembourg	100
Thermo Electron Deutschland GmbH	Germany	100
Thermo Electron IT Services GmbH	Germany	100
Thermo Electron GmbH	Germany	100
Thermo Fisher Scientific GmbH	Germany	100
Thermo Fisher Scientific (Bremen) GmbH	Germany	90
(10% owned by Thermo Fisher Scientific Inc.)		
La-Pha-Pack GmbH	Germany	100
Thermo Electron LED GmbH (10%	Germany	90

owned by Thermo Fisher Scientific  
Inc.)

Thermo Electron LED GmbH	Austria	100
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NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Thermo Fisher Scientific Messtechnik GmbH (additionally 10.04% of the shares are owned directly by Thermo Fisher Scientific Inc.)	Germany	89.96
Niton Europe GmbH	Germany	100
Thermo Electron (Karlsruhe) GmbH (10% owned by Thermo Fisher Scientific Inc.)	Germany	90
Thermo Electron Pension Trust GmbH	Germany	100
Thermo TLH L.P. (additionally 0.01% is owned by Thermo TLH (U.K.) Limited)	Delaware	99.99
Gerhard Menzel GmbH (3.85% owned by Erie Electroverre S.A.)	Germany	96.15
Microm International GmbH	Germany	100
Microm International AG	Switzerland	100
Oxoid Deutschland GmbH	Germany	100
Lancaster Laboratories, Inc.	Minnesota	100
Microgenics GmbH	Germany	100
ILS Laboratories Scandinavia, AB	Sweden	100
Microgenics SAS	France	100
Fisher Scientific International Inc.	Delaware	100
Alchematrix, Inc.	Delaware	100
Fisher Internet Minority Holdings L.L.C.	Delaware	100
Alchematrix LLC	Delaware	100
Apogent Technologies Inc.	Wisconsin	100
Fisher Luxembourg Danish Holdings SARL	Luxembourg	100
Fisher Holdings ApS	Denmark	100
Apogent Denmark ApS	Denmark	100
Fisher BioImage ApS	Denmark	100
Nunc A/S	Denmark	100
Apogent Holding Company	Delaware	100
Matrix Technologies LLC	Delaware	100
Molecular BioProducts Inc.	California	100
Labomex MBP, S. de R. L. De C.V. (.033% owned by Apogent Technologies Inc.)	Mexico	99.96
Quality Scientific Plastics, Inc.	Delaware	100
National Scientific Company	Wisconsin	100
Lab-Chrom-Pack LLC	New York	100
Robbins Scientific Corporation	California	100
Apogent Transition Corp.	Delaware	100
Barnstead Thermolyne Corporation	Delaware	100
Lab-Line Instruments, Inc.	Delaware	100
Erie Scientific LLC	Delaware	100
Thermo Fisher Scientific Switzerland Holdings C.V. [.01% by Apogent Technologies Inc.]	Netherlands	99.99
SwissAnalytic Group GmbH	Switzerland	100
Thermo Fisher Scientific (Ecublens) SARL	Switzerland	100
Thermo Fisher Scientific Europe GmbH	Switzerland	100

Erie Electroverre S.A.	Switzerland	100
Thermo Fisher Scientific (Zurich) AG	Switzerland	100
Kendro Laboratory Products plc	England	100
Kendro Containment & Services Limited	England	100
Thermo Fisher Scientific (Johannesburg) (Proprietary) Limited	South Africa	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Flux Instruments AG	Switzerland	100
Thermo Fisher Scientific (Schweiz) AG	Switzerland	100
Thermo Fisher Scientific Wissenschaftliche Geräte GmbH	Austria	100
Thermo Fisher Scientific (Praha) s.r.o.	Czech Republic	100
Thermo Fisher Scientific (Bratislava) s.r.o.	Slovak Republic	100
Metavac LLC	Delaware	100
Abgene Inc.	Delaware	100
Apogent Finance Company	Delaware	100
Capitol Vial, Inc.	Alabama	100
Capitol Scientific Products, Inc.	New York	100
Chase Scientific Glass, Inc. [50% owned by Apogent Holding Company]	Wisconsin	50
EP Scientific Products LLC	Delaware	100
Erie Scientific Company of Puerto Rico	Delaware	100
Erie Scientific Hungary Kft	Hungary	100
Erie UK Holding Company	Delaware	100
Erie LP Holding LLC	Delaware	100
Fisher Scientific Investments (Cayman), Ltd.	Cayman Islands	100
Erie U.K. Limited	England	100
Erie UK Senior Holding Limited [1.01% by Erie LP Holding LLC]	England	98.99
Erie UK 1 Limited	England	100
Erie UK 2 Limited	England	100
Thermo BioSciences Holdings LLC	Delaware	100
Hyclone Laboratories, Inc.	Utah	100
STC Biomanufacturing, Inc.	Illinois	100
HyClone International Trade (Tianjin) Co., Ltd	China	100
National HyClone (Lanzhou) Bio-engineering Co., Ltd. [49% by Northwest Minorities Univ., a non-Thermo company]	China	51
Pierce Biotechnology, Inc.	Delaware	100
Perbio Science, Inc.	Delaware	100
Pierce Milwaukee, Inc.	Delaware	100
Pierce Milwaukee Holding Corp.	Delaware	100
Thermo Fisher Scientific (Milwaukee) LLC (1% owned by Pierce Milwaukee, Inc.)	Delaware	99
Advanced Biotechnologies Limited	England	100
Abgene Limited	England	100
Apogent U.K. Limited	England	100
Electrothermal Engineering Limited	England	100
Matrix Technologies Corporation Limited	England	100
Nalge (Europe) Limited	England	100
Chromacol Limited	England	100
Epsom Glass Industries Limited	England	100
Peek Measurement Limited	England	100
Remel Europe Limited	England	100
Erie-Watala Glass Company Limited (50% voting; 100% non voting)	Hong Kong	100

Ever Ready Thermometer Co., Inc.	Wisconsin	100
Fisher Asia Manufacturing Ventures Inc. [20% owned by non-Thermo entity]	British Virgin Islands	80
Fisher Laboratory Products Manufacturing (Shanghai) Co., Ltd	China	100
Microgenics Corporation	Delaware	100
Consolidated Technologies, Inc.	Wisconsin	100
Microgenics Diagnostics Pty Limited	Australia	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Remel Inc.	Wisconsin	100
Separation Technology, Inc.	Delaware	100
Richard -Allan Scientific Company	Wisconsin	100
Lab Vision Corporation	California	100
Lab Vision (UK) Limited (0.05% by Erie U.K. Limited)	England	99.95
Neomarkers, Inc.	California	100
Microm Laborgerate SL	Spain	100
Samco Scientific LLC	Delaware	100
Samco Scientific (Monterrey) LLC	Delaware	100
Seradyn Inc.	Delaware	100
Nalge Nunc International Corporation	Delaware	100
Thermo Fisher Scientific (Monterrey), S. De R.L. De C.V. [1% owned by Nalge Nunc International (Monterrey) LLC]	Mexico	99
236 Perinton Parkway, LLC	New York	100
ARG Services LLC	Delaware	100
Owl Separation Systems LLC	Wisconsin	100
PTCH, LLC	Delaware	100
Nalge Nunc International (Monterrey) LLC	Delaware	100
Applied Scientific Corporation	California	100
ADI Holding Company, Inc.	Delaware	100
Athena Diagnostics, Inc.	Delaware	100
NERL Diagnostics LLC	Wisconsin	100
Cellomics, Inc.	Delaware	100
Fisher BioSciences Japan, KK	Japan	100
CTPS Company	Delaware	100
Clintrak Pharmaceutical Services, LLC	Delaware	100
Fisher Clinical Services (Bristol), LLC	Delaware	100
Clintrak Clinical Labeling Services, LLC	Delaware	100
Fisher Clinical Services GmbH	Germany	100
Columbia Diagnostics, Inc.	Delaware	100
Drakeside Real Estate Holding Company LLC	Delaware	100
Duke Scientific Corporation	California	100
Fisher Clinical Services Inc.	Pennsylvania	100
Thermo Fisher Scientific Brasil Serviços de Logística Ltda [1% by Fisher BioServices Inc.]	Brazil	99
Cole-Parmer Instrument Company	Illinois	100
Cole-Parmer Instrument Company Limited	England	100
Eutech Instruments Pte Ltd.	Singapore	100
Eutech Instruments Europe B.V.	Netherlands	100
Eutech Instruments Sdn Bhd	Malaysia	100
Dharmacon, Inc.	Delaware	100
Fisher BioServices Inc.	Virginia	100
Southern Trials (Pty) Ltd.	South Africa	100
Schantz Road LLC	Pennsylvania	100
Specialty (SMI) Inc.	California	100
Fisher Germany Holdings GmbH	Germany	100
Fisher Hamilton China Inc.	Delaware	100
Fisher Hamilton L.L.C.	Delaware	100
Epoxyn Products L.L.C.	Delaware	100

Systems Manufacturing Corporation	Delaware	100
Fisher Manufacturing (Malaysia) Sdn Bhd	Malaysia	100
Fisher Scientific Brazil Inc.	Delaware	100
Fisher Scientific Central America Inc.	Delaware	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Fisher Scientific Chile Inc.	Delaware	100
Consultores Fisher Scientific Chile Ltd (50% owned by Fisher Scientific Worldwide Inc.)	Chile	50
Fisher Scientific Colombia Inc.	Delaware	100
Fisher Scientific Company L.L.C.	Delaware	100
Biochemical Sciences LLC	Delaware	100
Fisher Scientific de Mexico S.A.	Mexico	100
Medical Analysis Systems, Inc.	Delaware	100
Medical Analysis Systems International, Inc.	California	100
Medical Diagnostics Systems, Inc.	California	100
United Diagnostics, Inc.	Delaware	100
Fisher Scientific Latin America Inc.	Delaware	100
Fisher Scientific Mexico Inc.	Delaware	100
FHML S. de R.L. de C.V. (.01% Fisher Hamilton Mexico LLC)	Mexico	99.99
FS Mexicana Holdings LLC (.01% owned by Fisher Scientific Mexicana, S. de R.L. de C.V.)	Delaware	99.99
Fisher Alder S. de R.L. de C.V. (.0020% owned by Fisher Hamilton L.L.C.)	Mexico	99.998
Fisher Hamilton S. De R.L. de C.V. (.01% owned by Fisher Hamilton Mexico LLC)	Mexico	99.99
Fisher Hamilton Mexico LLC	Delaware	100
Fisher Scientific Mexicana, S. de R.L. de C.V. (.01% owned by Fisher Scientific Worldwide Inc.)	Mexico	99.9
FS Casa Rocas Holdings LLC (.01% owned by Fisher Mexico, S. de R.L. de C.V.)	Delaware	99.99
Fisher Mexico, S. de R.L. de C.V. (.000269% FS Casa Rocas Holdings LLC)	Mexico	99.9999731
Fisher Scientific Middle East and Africa Inc.	Delaware	100
Fisher Scientific Operating Company	Delaware	100
Fisher Scientific Venezuela Inc.	Delaware	100
Fisher Scientific Worldwide (Shanghai) Co., Ltd.	China	100
Fisher Worldwide Distribution SPV	Cayman Islands	100
Fisher Worldwide Gene Distribution SPV	Cayman Islands	100
FRC Holding Inc., V	Delaware	100
FS (Barbados) Capital Holdings Ltd.	Barbados	100
Golden West Indemnity Company Limited	Bermuda	100
Liberty Lane Real Estate Holding Company LLC	Delaware	100
New FS Holdings Inc.	Delaware	100
Hangar 215, Inc.	Delaware	100
Thermo Fisher Scientific Pte. Ltd.	Singapore	100
Scientific Products (Shanghai) Pte. Ltd.	China	100
Scientific Products (India) Private Limited (.01% owned by Fisher Scientific Company L.L.C.)	India	99.99
Union Lab Supplies Limited	Hong Kong	100
Fisher Scientific Worldwide Inc.	Delaware	100
FSIR Holdings (US) LLC	Delaware	100
FSIR Holdings (UK) Limited	England	100
FSWH Company LLC	Delaware	100
FSI Receivables Company LLC	Delaware	100

Fisher Bermuda Holdings Limited	Bermuda	100
Fisher Holdings Luxembourg SARL	Luxembourg	100



NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Fisher Scientific Worldwide Holdings I C.V. (5% owned by Fisher Scientific Worldwide Inc.)	Netherlands	95
FSII Sweden Holdings I AB	Sweden	100
FSII Sweden Holdings AB	Sweden	100
Perbio Science AB	Sweden	100
Hyclone AB	Sweden	100
Perbio Science (Australia) Pty. Limited	Australia	100
Perbio Science France SAS	France	100
Perbio Science Hong Kong Limited (.01% owned by Hyclone AB)	Hong Kong	99.99
Perbio Science Sweden Holdings AB	Sweden	100
Fisher Scientific GTF AB	Sweden	100
Fisher Scientific Biotech Line A/S	Denmark	100
Hyclone UK Limited	England	100
Perbio Science UK Limited	England	100
Perbio Science Invest AB	Sweden	100
Perbio Science Nederland B.V.	Netherlands	100
Perbio Science Projekt AB	Sweden	100
Perbio Science Switzerland SA (.3% owned by individuals)	Switzerland	99.7
Fisher Scientific Holding HK Limited (.01% owned by Fisher Scientific Holding Company LLC)	Hong Kong	99.99
Fisher Scientific (Hong Kong) Limited	Hong Kong	100
Guangzhou Fisher Scientific Company Limited	China	100
FSWH II C.V. (.03% owned by Fisher WWD Holding L.L.C., .5% owned by Fisher Clinical Services Inc.)	Netherlands	99.47
Thermo Fisher Senior Canada Holdings LLC	Delaware	100
Thermo Fisher Insurance Holdings Inc.	Delaware	100
Thermo Fisher Insurance Holdings LLC	Delaware	100
Biomedica Laboratories Sdn. Bhd.	Malaysia	100
Bloxwich Pte Ltd	Singapore	100
Perbio Science BVBA	Belgium	100
Fisher Canada Holding ULC 1	Canada	100
Fisher Canada Holding ULC 2	Canada	100
Fisher CLP Holding Limited Partnership (1.6% owned by Fisher Canada Holding ULC 2)	Canada	98.4
Thermo Fisher Scientific Beteiligungsverwaltungs GmbH	Germany	100
Fiberlite Centrifuge LLC	Delaware	100
Fisher Canada Limited Partnership (1.14% owned by Fisher Canada Holding ULC 2)	Canada	98.86
Fisher Scientific Company	Canada	100
Thermo Fisher International Holdings LLC	Delaware	100
Fisher (Barbados) Holding SRL	Barbados	100
Cole-Parmer Canada Company	Canada	100
Diagnostix Ltd.	Canada	100
Fisher Scientific Oxoid Holdings Ltd.	England	100
Oxoid Company	Canada	100
Fisher Scientific Luxembourg S.a.r.l.	Luxembourg	100
Perbio Science International Netherlands B.V.	Netherlands	100

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Perbio Science (Canada) Company

Canada

100

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NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Fisher Scientific UK Holding Company Limited	England	100
Fisher Scientific Oy	Finland	100
Fisher Scientific Norway AS	Norway	100
Fisher Scientific A/S	Norway	100
European Laboratory Holdings Limited	Ireland	100
Microchem Laboratories (Ireland) Limited	Ireland	100
Geoghegan Technologies Limited	Ireland	100
Doublecapse Holding Limited	England	100
I.Q. (BIO) Limited	England	100
Oxoid (ELY) Limited	England	100
Doublecapse Limited	England	100
Fisher Scientific Ireland Limited	Ireland	100
Fisher Scientific Holding U.K., Limited	England	100
Fisher Scientific U.K., Limited	England	100
Orme Scientific Limited	England	100
FSUK Holdings Limited	England	100
Fisher Scientific UK Holding Company 2	England	100
Fisher Clinical Services U.K. Limited	England	100
Fisher Clinical Services Pte Ltd.	Singapore	100
Fisher Clinical Services (Beijing) Co., Ltd.	China	100
Fisher Scientific Europe Holdings B.V.	Netherlands	100
Fisher Scientific The Hague III B.V.	Netherlands	100
Fisher Scientific of the Netherlands B.V.	Netherlands	100
Fisher Emergo B.V.	Netherlands	100
Labo-Tech B.V.	Netherlands	100
Fisher Scientific The Hague II B.V.	Netherlands	100
Fisher Scientific The Hague I B.V.	Netherlands	100
Fisher Scientific Jersey Island Limited	Jersey	100
Fisher Maybridge Holdings Limited	England	100
Maybridge Chemical Holdings Limited	England	100
Maybridge Limited	England	100
Maybridge Chemical Company Limited	England	100
Fisher Scientific The Hague IV B.V.	Netherlands	100
Acros Organics B.V.B.A. (.01% owned by Fisher Scientific The Hague II B.V. .01% owned by Fisher Chimica BVBA)	Belgium	99.98
Fisher Scientific AG (17.55% owned by Fisher Scientific S.A.S.)	Switzerland	82.45
Ecochem N.V. (.01% owned by Acros Organics BVBA)	Belgium	99.99
Fisher Chimica BVBA	Belgium	99.99

(01% owned by Fisher Scientific The Hague II B.V.)			
Fisher Scientific The Hague V B.V.	Netherlands	100	
Fisher Scientific Ireland Holding (1% owned by Fisher Scientific Europe Holdings B.V.)	Ireland	99	
Fisher Clinical Services GmbH	Switzerland	100	
Fisher BioPharma Services (India) Private Limited (1.32% owned by Fisher Clinical Services U.K. Limited)	India	98.68	
Fisher Scientific Ireland Investments (1% owned by Fisher Scientific Europe Holdings B.V.)	Ireland	99	
Fisher Bioblock Holding II SNC (01% owned by Fisher Scientific The Hague II BV)	France	99.99	

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Fisher Scientific S.A.S.	France	100
Avantec Sarl (11% owned by individuals)	France	89
Fisher Bioblock Scientific SPRL (.1% owned by Fisher Bioblock Holding II SNC)	Belgium	99.90
Novodirect GmbH	Germany	100
SCI Inno 92	France	100
Fisher Scientific, S.L.	Spain	100
FSG-Produção E Comercialização De Produtos De Biotecnologia, Unipessoal, Lda. ("FSG")	Portugal	100
Afora, S.A.U.	Spain	100
Bonsai Technologies Group, S.A.	Spain	100
Bonsai Technologies - Sistemas para Biotecnología e Industria, Unipessoal Lda	Portugal	100
Oxoid Holding SAS	France	100
Oxoid SAS	France	100
Oxoid Senior Holdings Limited	England	100
Oxoid UKH LLC	Delaware	100
Oxoid 2000 Limited	England	100
Oxoid Holdings Limited	England	100
Oxoid International Limited	England	100
Oxoid CZ s.r.o.	Czech Republic	100
Oxoid A/S	Denmark	100
Oxoid AS	Norway	100
Oxoid AB	Sweden	100
Oxoid AG	Switzerland	100
Oxoid Brazil LTDA (.01% owned by Oxoid Limited (UK))	Brazil	99.99
Oxoid BV	Netherlands	100
Oxoid Inc.	Delaware	100
Oxoid New Zealand Limited	New Zealand	100
Oxoid N.V. (.01% owned by Oxoid Limited (UK))	Belgium	99.99

Oxoid SA	Spain	100
Oxoid S.p.A	Italy	100
Oxoid Limited	England	100
G & M Procter Limited	Scotland	100
Oxoid Limited	Ireland	100
Oxoid Pension Trustees Limited	England	100
Fisher Scientific Japan, Ltd.	Japan	100
Fisher Scientific Korea Ltd	Korea	100
Fisher WWD Holdings L.L.C.	Delaware	100
Kyle Jordan Investments Inc.	Delaware	100
Pacific Rim Far East Industries, Inc.	Delaware	100
Pacific Rim Investment, Inc.	Delaware	100
Liberty Lane Investment Company	Delaware	100
Fisher Scientific Holding Company LLC	Delaware	100
Fisher Scientific Holdings (M) Sdn Bhd	Malaysia	100

NAME	STATE OR JURISDICTION OF INCORPORATION	PERCENT OF OWNERSHIP
Bumi-Sans Sendirian Berhad	Malaysia	100
Fisher Scientific (M) Sdn Bhd (10% owned by General Scientific Company Sdn Bhd (M))	Malaysia	90
General Scientific Company Sdn Bhd (M) (14% owned by Pacific Rim Investment, Inc.)	Malaysia	86
Fisher CW Medical (M) Sdn Bhd	Malaysia	100
Fisher Scientific Consultancy Sdn Bhd	Malaysia	100
Fisher Scientific Holdings (S) Pte Ltd	Singapore	100
Fisher Scientific Pte. Ltd. (16.57% owned by Fisher Scientific International Inc.)	Singapore	83.43
Fisher Scientific (SEA) Pte. Ltd.	Singapore	100
Fisher Scientific Australia Pty Limited	Australia	100
Fisher Genetics Asia Pte. Ltd. (10% owned by Fisher Scientific Pte. Ltd.)	Singapore	90
Marketbase International Limited	Hong Kong	100
Thermo-Fisher Biochemical Product (Beijing) Co., Ltd.	China	100







PLAN OF REORGANIZATION  
OF  
THE TANATEX CHEMICAL CORPORATION

AGREEMENT made this 13<sup>th</sup> day of June, 1968  
between RITTER PFAUDLER CORPORATION, a New York corporation having its principal office at 1100 Midtown Tower, Rochester, New York 14604 ("Ritter Pfaudler"), party of the first part, and PETER J. SCOTT and SIDNEY M. WEINSTEIN, parties of the second part (the "Stockholders").

WHEREAS the Stockholders will, as of the Closing as hereinafter defined, own all of the outstanding shares of Capital Stock of THE TANATEX CHEMICAL CORPORATION, a New Jersey corporation having its principal place of business in the Township of Lyndhurst, New Jersey ("Tanatex"); and

WHEREAS Ritter Pfaudler desires to acquire all of the issued and outstanding shares of Tanatex as the same may be constituted on the Closing Date hereunder in exchange for shares of Common Stock of Ritter Pfaudler and the Stockholders desire to make such exchange with Ritter Pfaudler all on the terms hereinafter set forth;

NOW, THEREFORE, the parties hereby agree as

follows:

1. The Stockholders represent and warrant that:

(a) The Stockholders will, as of the Closing be the record owners of and holders of the number of shares of Capital Stock of Tanatex set forth opposite their respective names in Exhibit A attached hereto, said shares are fully paid and nonassessable, and as of the Closing will be free and clear of all liens, encumbrances, claims, charges and assessments and subject to no restrictions with respect to transferability.

(b) The authorized Capital Stock of Tanatex and those shares issued and outstanding are also set forth in Exhibit A attached hereto. There are no options outstanding to purchase shares of any class of Tanatex, nor are there any securities or obligations of any kind outstanding which are convertible into Capital Stock of Tanatex.

(c) Set forth on Exhibit A-1 attached hereto is a list of subsidiary (100% owned) and affiliated (less than 100% owned) corporations of Tanatex. The Exhibit indicates the name, address, jurisdiction of incorporation and existence, and legal form of each subsidiary and affili-

ate, together with the percentage of the outstanding shares of Capital Stock of each owned by Tanatex, and certain other information. The shares of Capital Stock or other interest owned by Tanatex in each subsidiary and affiliate are free and clear of all liens, encumbrances, claims, charges and assessments and subject to no restrictions with respect to transferability except as set forth in said Exhibit. There are no options outstanding to purchase authorized but unissued shares of any subsidiary or affiliate, nor are there any securities or obligations of any kind outstanding which are convertible into Capital Stock of any subsidiary or affiliate. Tanatex, and its subsidiaries have no direct or indirect interest, whether by way of stock ownership or otherwise, in any other corporation, firm, association or business enterprise, except as set forth in Exhibit A-1.

(d) Tanatex is duly organized and validly existing and in good standing under the laws of the State of New Jersey and is duly qualified and licensed to act in Georgia, North Carolina and South Carolina. Each subsidiary and affiliate is duly organized and validly existing and in good standing

under the laws of the jurisdiction of its incorporation and existence as set forth in Exhibit A-1 attached hereto. To the best of the Stockholders' belief neither the character or location of the properties owned by Tanatex or any subsidiary or affiliate makes its qualification or licensing as a foreign corporation necessary in any other jurisdiction.

(e) Tanatex, the subsidiaries and affiliates each has the corporate power and authority to own its properties and carry on its business as now conducted.

(f) Tanatex, the subsidiaries and affiliates each owns and possesses certain patents, patent rights, applications for patents, licenses, trademarks, trademark rights, applications for trademarks, trade names, trade name rights, copyrights, processes and formulae set forth or identified in Exhibit A-2 attached hereto, and conducts the operation of its business, with no known material conflict with the rights of others, and the same are subject to no liens, encumbrances, claims or charges, except as set forth in Exhibit A-2 attached hereto.

(g) Attached hereto as Exhibit B is a correct schedule of all fire and other casualty and liability insurance policies of Tanatex and the subsidiaries

incorporated in the United States in effect as of the date hereof. Each affiliate incorporated and existing under the laws of a jurisdiction other than the United States maintains insurance against loss, damage and liability of the kinds customarily insured against by corporation similarly situated, with reputable companies in such amounts and by such methods as are customarily deemed to be adequate in the location covered by the insurance. All insurance now in effect as to Tanatex and each subsidiary and affiliate shall be kept in full force and effect to and including the Closing Date.

(h) Attached hereto as Exhibit C is a correct schedule of: (i) all purchase contracts (in excess of \$5,000 each), supply contracts (in excess of \$5,000 each) and service contracts (in excess of \$5,000 each) (whereby Tanatex or the subsidiaries are the recipients or providers of services) to which Tanatex or the subsidiaries are parties, as of the date hereof, which by their terms extend beyond December 31, 1968;

(ii) all contracts (in excess of \$10,000 each) of Tanatex and the subsidiaries for the purchase of capital equipment; and (iii) all employment contracts, union contracts, leases extending beyond December 31, 1968, health and welfare plans and life or hospitalization insurance plans, loan agreement, guarantees and other unusual contracts to which Tanatex or any subsidiaries are parties.

(1) Attached hereto as Exhibit D are the 1968 Consolidated Statements as defined in Paragraph 5(a) herein. There are no material liabilities of Tanatex or of any subsidiary or affiliate, contingent or otherwise, not disclosed by said 1968 Consolidated Statements, except any liabilities disclosed in Exhibit D-1 hereto and liabilities incurred since the dates of said 1968 Consolidated Statements in the ordinary course of business.

(j) There have been no material adverse changes in the consolidated condition, financial or otherwise of Tanatex and its consolidated subsidiaries and affiliates since the date of the Consolidated Balance Sheet attached as Exhibit D.

(k) Neither Tanatex nor any subsidiary or affiliate is, nor will any of them at the Closing Date be, in default in any material respect under any material contract.

(l) There are no actions, suits or proceedings pending or, to the knowledge of the Stockholders, threatened against Tanatex or any subsidiary or before or by any Federal, state, municipal or other governmental agency or instrumentality, domestic or foreign, and they are subject to no order, decree or judgment of any court or any such governmental agency or instrumentality, except for litigation incident and normal to the type of business carried on and as to which the potential liability of such corporations does not exceed in the aggregate \$10,000 or is fully covered by insurance, and are not in default with respect to any order, decree or judgment of any court or of any such governmental agency or instrumentality.



(m) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with, or result in the breach of, or accelerate the performance required by, any terms of any agreement to which Tanatex or any subsidiary or any of the Stockholders is now a party, or constitutes a default thereunder, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of any of said corporations.

(n) No dividends in an amount in excess of \$18,432 have been declared or paid since the date of the 1968 Consolidated Balance Sheet on any shares of any class of the Capital Stock of Tanatex.

(o) Neither Tanatex nor any subsidiary or affiliate is a party to any agreement or instrument, or subject to any charter, or corporate restriction, materially and adversely affecting Tanatex's consolidated business, property or assets, operations or condition, financial or otherwise.

(p) The business of Tanatex and each subsidiary and affiliate has been operated only in the ordinary

and usual course from the date of its Balance Sheet attached as Exhibit D hereto to the date hereof.

(q) Exhibit F attached hereto correctly sets forth as of the date hereof the names, positions and annual compensation, including bonuses, commissions and directors' fees of all officers, directors and each employee of Tanatex or its subsidiaries earning in excess of \$15,000 from Tanatex and its subsidiaries and affiliates, together with a statement showing the amount of bonuses, if any, to be paid to any other employee pursuant to any past custom or present intention, and the amount of insurance, if any, in favor of any officer, director or other employee.

(r) Exhibit G attached hereto correctly sets forth the name of each bank in which Tanatex or its subsidiaries have an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto, and the names of all persons, if any, holding powers of attorney from any of them, and a summary statement of the terms thereof.

2. The Stockholders represent and warrant that Tanatex and each subsidiary has good and marketable title to, and on the Closing Date hereunder will have good

and marketable title to, all of the assets and property reflected on its Balance Sheet, attached hereto as Exhibit D, all assets and property respectively acquired in the interval between said date and the Closing Date hereunder, except for changes in the ordinary course of business. Such property, assets and patents are not, and will not be, subject to any mortgage, pledge, lien, conditional sales contract, security interest, encumbrance, charge or any other liabilities or claims, contingent or otherwise, except (i) minor imperfections in title and encumbrances and easements, if any, which singly and in the aggregate are not material in amount, do not materially detract from the value of the property subject thereto and do not materially impair the use thereof by such corporations, (ii) liens, encumbrances and charges incurred in the ordinary course of business, which singly and in the aggregate are not material to the business of such corporations, or (iii) as disclosed in said Balance Sheet therefor. All of such property and assets are in good operating condition and conform with all applicable ordinances and regulations and building, zoning and other laws, except for such minor variations as do not adversely

affect the use of such property and assets for the purposes for which they are now employed.

3. Ritter Pfaudler represents and warrants that:

(a) Ritter Pfaudler is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the corporate power to own its properties and to carry on its business as now being conducted and has the authority to enter into this Agreement and to carry out the transactions contemplated hereby, all of which have been duly and validly authorized.

(b) The authorized capital stock of Ritter Pfaudler consists of 12,000,000 shares of Common Stock, par value \$2.50 per share, of which on May 15, 1968 there were 8,650,123 shares issued and outstanding. All such outstanding shares of Common Stock have been duly and validly authorized and issued and are fully paid and nonassessable.

(c) When issued and delivered to the Stockholders pursuant to the terms of this Agreement the shares of Common Stock of Ritter Pfaudler will be validly authorized and issued and will be fully paid

and nonassessable, and no stockholder of Ritter Pfaudler will have any preemptive right of subscription or purchase in respect thereof.

(d) Ritter Pfaudler is not subject to any charter, by-law, mortgage, lien, lease, agreement, instrument, order, judgment or decree, or other restriction of any kind or character, which would prevent consummation of the transactions contemplated by this Agreement.

(e) Ritter Pfaudler has delivered to the Stockholders the consolidated balance sheet of Ritter Pfaudler as at December 31, 1967 and the consolidated statement of income and surplus for the year ended on such date, certified by Price Waterhouse & Co., independent public accountants. Such financial statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the period indicated and fairly present the financial condition of Ritter Pfaudler and its consolidated subsidiaries as at the date indicated and the results of operations thereof for the period indicated. Since December 31, 1967 there have been no material changes in the condition, financial or otherwise, of Ritter

Pfaudler other than changes occurring in the ordinary course of business, none of which has been materially adverse.

4. On the Closing Date, as hereinafter fixed, the Stockholders shall deliver, or cause to be delivered, to Ritter Pfaudler certificates representing all of the issued and outstanding shares of Capital Stock of every class of Tanatex as the same shall be constituted on the Closing Date, duly endorsed by the registered owner in blank or accompanied by duly executed stock powers in blank, with signature guaranteed by a bank or trust company or member firm of the New York Stock Exchange, and accompanied by requisite revenue stamps evidencing the payment of all federal (if any), state and other applicable transfer taxes. In consideration and exchange therefor Ritter Pfaudler shall, at the Closing, deliver to the Stockholders certificates representing 454,664 shares of Common Stock of Ritter Pfaudler.

The total number of shares of Common Stock of Ritter Pfaudler to be delivered to the Stockholders as determined herein shall be adjusted to equal the number of shares that such number may have been changed into fol-

lowing the date hereof by reason of stock dividends, splits, recapitalizations, consolidations, mergers, exchanges and the like and shall be delivered to each Stockholder in proportion to his respective holdings of Capital Stock of Tanatex as set forth in Exhibit A, or in accordance with the written instructions of the Stockholders submitted to Ritter Pfaudler at least ten (10) days prior to the Closing Date.

5. There shall be prepared and delivered to Ritter Pfaudler prior to the Closing:

(a) A consolidated balance sheet of Tanatex, its subsidiaries and affiliates as of April 30, 1968 (the "1968 Consolidated Balance Sheet"), and a consolidated statement of income and retained earnings of Tanatex, its subsidiaries and affiliates for the year ended April 30, 1968 (the "1968 Consolidated Income Statement"), each certified by Arthur Young & Company, together with the balance sheets and income statements of each subsidiary and affiliate any portion of the earnings of which are included in the 1968 Consolidated Income Statement, as described in Note 1 to the 1968 Consolidated Statements. The 1968 Consolidated Balance Sheet and the 1968 Consolidated Income Statement (said statements are sometimes hereinafter collectively referred to as the "1968 Consolidated Statements") will be prepared in accordance with accounting principles generally accepted in the United States applied on a

basis consistent with that used in prior periods and so certified to by Arthur Young & Company.

(b) A certificate constituting an addition to Exhibit F hereto setting forth with respect to all affiliates any contract of employment in which the annual compensation, including bonuses, commissions and directors' fees exceed \$15,000 or any employment contract extending beyond December 31, 1968 in which compensation is based upon a percentage of sales or profits.

(c) A certificate constituting an addition to Exhibit G hereto setting forth with respect to all affiliates the information specified in Paragraph 1(r) hereof relating to all subsidiaries.



6. The Closing Date under this Agreement shall be June 28, 1968, subject to acceleration or postponement from time to time as the Stockholders and Ritter Pfaudler shall agree. The Closing shall be held at 1100 Midtown Tower, Rochester, New York, at 11:00 A.M. on the Closing Date unless another hour and place are mutually agreed upon by the Stockholders and Ritter Pfaudler.

7. Prior to the Closing Date the affairs and business of Tanatex and each subsidiary shall each be conducted in the ordinary course; the Stockholders agree that they will take such action, and will cause Tanatex and each subsidiary, and use their best efforts to cause each affiliate to take such action, as is necessary to insure that prior to the Closing Date neither Tanatex nor any subsidiary or affiliate will, without the written consent of Ritter Pfaudler:

(a) create or incur any indebtedness, whether funded or not, except unsecured current liabilities incurred in the ordinary course of business;

(b) create or incur any mortgage, lien, charge or encumbrance of any kind except as provided in Paragraph 2(ii);

(c) make or become a party to any contract

or commitment, or, renew, extend, amend or modify any contract or commitment, except in the ordinary course of business;

(d) make any capital expenditures or capital additions or betterments except as may be involved in ordinary repairs, maintenance and replacements and minor plant and equipment additions, and except such expenditures for which commitments have been made as of the date hereof;

(e) sell or otherwise dispose of any of its assets, except sales of its products and inventories in the ordinary course of business;

(f) in the case of Tanatex and all of its affiliates, declare or pay any dividend on, or make any distribution upon or in respect of, or purchase, retire or redeem, except as herein provided, any shares of Capital Stock outstanding at the date hereof, or set aside any funds for any such purpose;

(g) issue or sell any additional shares of Capital Stock whether or not such shares have been previously authorized or issued, or acquire any stock of any corporation or any interest in any business

enterprise; or

(h) agree to pay, conditionally or otherwise, any pension or any severance pay to any director, officer, agent or employee under any existing pension plan or otherwise, or increase the compensation paid by it at the date hereof to any of its officers or employees, except to the extent obligated to do so by existing plans or other commitments.

8. The Stockholders agree, to the extent and in the manner hereinafter provided, to indemnify and hold harmless Ritter Pfaudler at all times up to the termination of the Escrow as defined in Paragraph 11, against and in respect of any damages, as defined in Paragraph 10. In the event that Ritter Pfaudler shall have any right of indemnification in respect of damages under this Paragraph 8, such indemnification shall be effected by delivery to Ritter Pfaudler of shares of Common Stock of Ritter Pfaudler deposited in the Escrow Fund, as hereinafter provided, such shares to be valued at \$35 per share. The obligations of the Stockholders to indemnify and hold harmless Ritter Pfaudler hereunder

shall be limited to the Escrow Fund and the Stockholders shall have no liability to indemnify and hold harmless Ritter Pfaudler for any damages not satisfied by payments from the Escrow Fund.

9. On the Closing Date the Stockholders shall, simultaneously with the delivery to them of the shares of Common Stock of Ritter Pfaudler, deliver proportionately to Lincoln Rochester Trust Company of Rochester, New York (the "escrow agent"), to be held by such Trust Company in escrow as herein provided, a total of 80,000 of the shares of Common Stock of Ritter Pfaudler delivered to the Stockholders at the Closing, duly endorsed in blank, or accompanied by duly executed stock powers in blank, with signature guaranteed by a bank or trust company or a member firm of the New York Stock Exchange.

10. Damages, as such term is used herein, shall include all losses, costs, expenses, liabilities and damages, including counsel fees, which cause any net reduction in the net worth in the amount of \$2,478,397 or net income in the amount of \$869,292 of Tanatex, as shown on the 1968 Consolidated Statements prepared as required in paragraph 5, in excess of the amounts hereinafter specified, resulting from any inaccurate representation made by the Stockholders in this Agreement, breach of any warranties made by them in this Agreement, and breach or default in the performance by them of any of the covenants which they are to perform hereunder.

In the event that damages, as defined herein, cause a reduction in net income, as stated above to a point below \$844,292, the amount to be indemnified shall be computed by taking 18 times the difference between the reduced net income and \$844,292.

In the event that damages, as defined herein, do not affect net income but cause a net reduction in the net worth of Tanatex to a point below \$2,410,397, the amount to be indemnified shall be computed by taking the difference between the reduced net worth and \$2,410,397.

Any damages computed by reason of a reduction in net income which result in a diminution of net worth shall not be cause for additional damages by reason only of such diminution.

Damages shall include (without limiting the generality of the foregoing):

(a) the amount of any liability of Tanatex, any subsidiary or affiliate (including liabilities for pensions whether or not asserted against it at the Date of Closing), other than for taxes, relating to the conduct of the business thereof, prior to April 30, 1968, which is not included among or reflected in the liabilities shown on the 1968 Consolidated Balance Sheet prepared and delivered as required in Paragraph 5, or such portion thereof as is not so included;

(b) the amount by which provisions for and reserves in respect of franchise, income, excess profits, capital stock, unemployment insurance, social security and other taxes, federal, state and local, and penalties in connection therewith, set forth in the 1968 Consolidated Balance Sheet are inadequate;

(c) the value of any assets reflected in the 1968 Consolidated Balance Sheet to which Tanatex does not have good and marketable title, to the extent that failure to have marketable title reduces the value, and the amount of any undisclosed lien or encumbrance existing on or prior to the Closing Date with respect to the property included in said assets; and

(d) the amount of any account receivable reflected in the 1968 Consolidated Balance Sheet which shall, after giving effect to any reserves in respect to accounts receivable on said Balance Sheet, prove to be worthless and uncollectible, provided, however, that such accounts receivable shall be assigned to Stockholders.

If any damages as defined herein shall result in any tax saving or other monetary benefit to Tanatex then the amount of such damages shall be adjusted to reflect such benefit.

11. The shares of Common Stock of Ritter Pfaudler to be delivered to the escrow agent named herein shall be held by it to secure and indemnify Ritter Pfaudler as provided in Paragraph 8 against and in respect of any damages as defined in Paragraph 10. All shares resulting from stock dividends, splits, recapitalizations, consolidations, mergers, exchanges and the like, in respect of shares still held from time to time in the Escrow Fund shall be delivered by the Stockholders into the Escrow Fund as received, to be held thereafter by the escrow agent subject to the provisions of this Agreement. All cash dividends in respect of shares held in the Escrow Fund, if paid to the escrow agent, shall be remitted by the escrow agent to the Stockholders, free from the provisions of this Agreement, promptly upon receipt thereof. The escrow agent shall not vote with respect to any

securities in the Escrow Fund. If the shares held in the Escrow Fund shall be registered otherwise than in the names of the Stockholders, the escrow agent shall execute and deliver to the persons entitled thereto proxies or such other forms of authorizations as may be necessary to vote or give consents with respect to such shares.

The fees and expenses of the escrow agent shall be borne by Ritter Pfaudler and shall not be includable as an item of damage.

The escrow agent shall hold the shares constituting the Escrow Fund until the termination of the Escrow, subject to the release of shares in the Fund to Ritter Pfaudler prior thereto as set forth below. The termination of the Escrow shall occur on October 15, 1971.

At any time or times prior to the termination of the Escrow, the escrow agent shall deliver such portion of the Escrow Fund to Ritter Pfaudler for damages under Paragraph 8, as it may be instructed so to do, by written instructions signed by the representatives of Ritter Pfaudler and the Stockholders, hereinafter named; and upon termination of the Escrow as herein provided the Escrow Agent shall deliver such Escrow Fund or the



balance thereof to Ritter Pfaudler for such damages, if so instructed, and/or to the Stockholders entitled thereto; provided, however, that, in the event a claim or suit against Ritter Pfaudler, Tanatex or any subsidiary or affiliate, which may result in damages being payable to Ritter Pfaudler under this Agreement, is pending at the termination of the Escrow, no payment to the Stockholders shall be made unless an adequate reserve for such undetermined damages is retained in the Escrow Fund. Such reserve shall be retained by the escrow agent until the question of such damages is determined, at which time said shares shall be delivered in accordance with the written instructions of the representatives as herein provided.

Ritter Pfaudler shall promptly give written notice to the Stockholders of any claim or charge which may be brought against Ritter Pfaudler, Tanatex or a subsidiary or affiliate in respect of which Ritter Pfaudler may be entitled to payment from the Escrow Fund for damages under Paragraph 8 of this Agreement. The Stockholders shall thereupon at their own expense assume the burden of the defense of any such claim. Ritter Pfaudler, Tanatex and any subsidiary agree to cooperate to the full extent with Stock-

holders and their counsel in the defense of any such claim. If the Stockholders or their counsel do not undertake the defense of any such claim, they shall be bound by the results obtained by Ritter Pfaudler, Tanatex or such subsidiary. Arthur Young & Company, accountants for the Stockholders, may, upon written notice to Ritter Pfaudler, participate in any tax audit which might give rise to damages specified in Paragraph 10(b), provided that such participation shall be at the expense of the Stockholders. In no event will any settlement or compromise of any such claim be made by Ritter Pfaudler, Tanatex or any subsidiary without the prior written consent and approval of Stockholders.

The representative of Ritter Pfaudler and the representative of the Stockholders shall, at the request of the other, from time to time consult and cooperate in the giving of written instructions to the escrow agent for the delivery from the Escrow Fund of shares as herein provided. If at any time during the period of the escrow said representatives shall not be able, for a period of seven (7) days, to concur and agree upon instructions to the escrow agent, their differences shall, at the request of either of said representatives, upon the expiration of such number of days, be submitted for final determination to arbitration in accordance with requirements then obtain-

ing of the American Arbitration Association. The costs of any such arbitration shall be borne equally by Ritter Pfaudler and the Stockholders. The decision of the arbitrator, resulting from any such arbitration, shall be final and binding upon Ritter Pfaudler and the Stockholders, and the representatives shall immediately instruct the escrow agent in accordance therewith, or in the event of their failure so to do, the escrow agent may rely upon instructions signed by the arbitrator.

Until notice shall be served, in the manner hereinafter provided with respect to the giving of notices under this Agreement, by either party appointing a new representative, the representative of Ritter Pfaudler shall be James M. Kieffer and the representative of the Stockholders shall be Martin S. Fox, Esq.

Ritter Pfaudler and the Stockholders jointly and severally agree to indemnify the escrow agent and hold it harmless against any liability or expense (other than its regular fee for so acting) resulting from any action taken by it pursuant to this Agreement upon written instructions signed by the representatives or by the arbitrator as herein provided.

12. The obligations of Ritter Pfaudler hereunder

are subject, at its election, to the conditions that:

(a) Any exhibits to this Agreement which may have been attached hereto subsequent to the execution hereof, as provided pursuant to Paragraph 26 hereof, shall be in form and substance satisfactory, within reason, to Ritter Pfaudler and its counsel.

(b) Certificates representing 100% of the issued and outstanding shares of Capital Stock as such stock shall then be constituted, shall be tendered for transfer at the Closing by the Stockholders in form approved by counsel for Ritter Pfaudler.

(c) The representations contained in Paragraphs 1 and 2 hereof shall be true (except to the extent modified by actions taken pursuant to this Agreement and except for variations as to South American affiliates not material to the consolidated enterprise) on and as of the Closing Date with the same effect as though such representations had been made on and as of the Closing Date, and there shall be delivered to Ritter Pfaudler at the Closing a certificate, in form and substance satisfactory, within reason, to Ritter Pfaudler and its counsel, duly signed by the Stockholders to that effect.

(d) All obligations required by the terms

of this Agreement to be performed by the Stockholders on or before the Closing Date shall have been, or shall be, performed on the Closing Date.

(e) Ritter Pfaudler shall have received the resignations, effective as of the Closing Date, of all directors and officers of Tanatex and the subsidiaries as shall have been requested in writing by Ritter Pfaudler on at least five days' written notice prior to the Closing Date.

(f) No suit, action or other proceeding shall have been threatened or instituted by any governmental body to prohibit or restrain the transactions herein contemplated.

(g) Ritter Pfaudler shall have received from Nixon, Hargrave, Devans & Doyle, its counsel, an opinion that the shares of Common Stock of Ritter Pfaudler to be issued hereunder are exempt from the registration provisions of §5 of the Securities Act of 1933, as amended, and §359-e of the New York General Business Law.

(h) Ritter Pfaudler shall have received from Fox, Yanoff and Fox, counsel for the Stockholders, an opinion in form and substance satisfactory to Ritter Pfaudler and its counsel, to the effect that:

(i) Tanatex and each subsidiary is a  
duly organized and existing corporation  
in good standing under the laws  
of the jurisdiction of its incorpora-

tion and existence;

- (ii) Counsel has made inquiry and has no reason to believe that each affiliate is not a duly organized and existing corporation or partnership in good standing under the laws of the jurisdiction of its incorporation and existence;
- (iii) the shares of Capital Stock of Tanatex and the shares of Capital Stock of each subsidiary owned by Tanatex, are validly issued, fully paid and nonassessable, and such shares are free and clear of all liens, encumbrances, charges and assessments and are not subject to any restrictions with respect to their transferability in the United States or elsewhere;
- (iv) Counsel has made inquiry and has no reason to believe that the shares of Capital Stock of each affiliate owned by Tanatex are not validly issued, fully paid and nonassessable, and such shares are free and clear of all liens, encumbrances, charges and assessments and are not subject to any restrictions

with respect to their transferability  
in the United States or elsewhere;

- (v) this Agreement has been duly executed  
and delivered by the Stockholders and  
constitutes the legal, valid and binding  
obligation of the Stockholders, enforce-  
able in accordance with its terms;
- (vi) as to such other matters incident to the  
transactions contemplated by this Agree-  
ment as Ritter Pfaudler may reasonably  
require.

As to matters of law of jurisdictions other  
than the State of New Jersey, counsel may rely on opinions of  
other reputable counsel in form and substance satisfactory to  
Ritter Pfaudler and its counsel.

(i) The information set forth in the certificate  
to be furnished pursuant to Paragraph 5(b) hereof shall not  
disclose any contract or contracts which in the aggregate would  
in the opinion of Ritter Pfaudler be materially adverse to the  
business or condition of Tanatex or its subsidiaries or  
affiliates on a consolidated basis.

(j) Tanatex is not liable on any guarantee of  
the indebtedness of any company other than a subsidiary except  
as specified in Exhibit D-1.

13. The obligations of the Stockholders hereunder are subject, at their election, to the conditions that:

(a) The representations contained in Paragraph 3 hereof shall be true (except to the extent modified by actions taken pursuant to this Agreement) on and as of the Closing Date with the same effect as though such representations had been made on and as of the Closing Date, and there shall be delivered to the Stockholders at the Closing a certificate, in form and substance satisfactory to them and their counsel, duly signed by an officer of Ritter Pfaudler to that effect.

(b) All obligations required by the terms of this Agreement to be performed by Ritter Pfaudler on or before the Closing Date shall have been, or shall be, performed on the Closing Date.

(c) The New York Stock Exchange shall have approved the Common Stock of Ritter Pfaudler to be delivered to the Stockholders hereunder for listing upon



official notice of issuance.

(d) Ritter Pfaudler shall have furnished the Stockholders with an opinion of Nixon, Hargrave, Devans & Doyle, dated the Closing Date, in form and substance satisfactory to the Stockholders and their counsel, to the effect that:

- (i) Ritter Pfaudler is a duly organized and existing corporation in good standing under the laws of the State of New York;
- (ii) the shares of Common Stock of Ritter Pfaudler being delivered hereunder will when issued and delivered in accordance with the terms hereof be validly issued, fully paid and nonassessable, and listed, subject to official notice of issuance, on the New York Stock Exchange;
- (iii) this Agreement has been duly executed and delivered by Ritter Pfaudler and constitutes the legal, valid and binding obligation of Ritter Pfaudler, enforceable in

- accordance with its terms; and
- (iv) as to such other matters incident to the transactions contemplated by this Agreement as the Stockholders may reasonably require.

14. The representations and warranties of the parties hereto shall survive the making of this Agreement, any examination on behalf of such parties, and the Closing hereunder, but shall terminate upon the termination of the Escrow. Any waiver of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

15. All communications hereunder shall be in writing and shall be deemed given when delivered or mailed to Ritter Pfaudler at 1100 Midtown Tower, Rochester, New York 14604, attention of James M. Kieffer, and to the Stockholders at 570 Broad Street, Newark, New Jersey 07102, attention of Martin S. Fox, Esq. or at such other address as each party may specify in

writing.

16. This Agreement, together with Exhibits A through H attached hereto, sometimes referred to herein collectively as "this Agreement", constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and none of the parties hereto has relied upon any oral representation or warranty by or on behalf of any other party.

17. This Agreement may not be changed or modified except by an agreement in writing by the parties to be charged thereby or by any person authorized to act on their behalf.

18. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

19. Promptly after the execution of this Agreement, Stockholders will cause Tanatex and each subsidiary to give to Ritter Pfaudler and its counsel, accountants, and other representatives during normal business hours full access to all of the properties, books, contracts, commitments and records of Tanatex and each subsidiary

and will furnish to Ritter Pfaudler all such documents and copies of documents (certified if requested) and information with respect to the affairs of each as Ritter Pfaudler from time to time may reasonably request. In the event of the termination of this Agreement Ritter Pfaudler shall keep confidential any information obtained under this Agreement concerning the business of Tanatex and each subsidiary (unless such information is readily ascertainable from public or published information or trade sources) and shall return to such corporations any statements, documents or other written information obtained from them in connection herewith.

20. Ritter Pfaudler and the Stockholders represent to each other that no broker has been employed in connection with any transaction or transactions involved in this Agreement, and the Stockholders shall indemnify Ritter Pfaudler against all loss, cost, damage or expense, including counsel fees, incurred by Ritter Pfaudler, Tanatex and any subsidiary, in any action or any claim for brokerage fees or commissions upon any transaction covered by this Agreement if based upon employment by the Stockholders, Tanatex or any subsidiary or any of them or their officers or directors; and

Ritter Pfaudler shall indemnify the Stockholders, Tanatex and each subsidiary against all loss, cost, damage or expense, including counsel fees, incurred by the Stockholders in any action or any claim for brokerage fees or commissions upon any transaction covered by this Agreement if based upon employment by Ritter Pfaudler or any subsidiary of Ritter Pfaudler (other than Tanatex or any subsidiary), or any of their officers, directors or stockholders.

21. Ritter Pfaudler will make application to the New York Stock Exchange for the listing thereon of the shares of its Common Stock issuable hereunder and will endeavor, in good faith, to have such application granted.

22. On the Closing Date Ritter Pfaudler and each Stockholder agree to execute and deliver the Agreement pursuant to the Securities Act of 1933 attached hereto as Exhibit H.

23. If, prior to the Closing Date, any material loss to the business, properties or assets of Tanatex and its subsidiaries or affiliates on a consolidated basis or Ritter Pfaudler and its subsidiaries on a consolidated basis shall have occurred, as the result of any fire, flood, accident or other calamity, strike or other labor disturbance or act of

God or the public enemy, whether or not covered by insurance, then at the election of the other party or parties hereto, this Agreement and the obligations of the parties hereunder may be terminated forthwith, upon written notice by such party or parties to the other.

24. This Agreement is made pursuant to and shall be construed under the laws of the State of New York.

25. This Agreement may be executed and endorsed in one or more counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

26. If any exhibit referred to herein shall not have been attached hereto at the time of the execution of this Agreement, or if any such exhibit shall be incomplete at such time, such exhibit may be later attached or completed and, for all purposes, be deemed a part of this Agreement as if attached hereto at the time of execution. The Stockholders agree that any such exhibit shall be made available for attachment no later than seven (7) days prior to the Closing Date.

IN WITNESS WHEREOF, the parties hereto have

duly executed this Agreement as of the day and year first  
above written.

RITTER PFAUDLER CORPORATION

By F. Ritter Shumway

THE STOCKHOLDERS:

Peter J. Scott  
Peter J. Scott

Sidney M. Weinstein  
Sidney M. Weinstein

Lincoln Rochester Trust Company hereby agrees  
to act as escrow agent in accordance with the terms of  
the foregoing Agreement.

LINCOLN ROCHESTER TRUST COMPANY

By James C. Case  
Vice President

Dated: June 13, 1968





CERTIFICATE

OF

MERGER

OF

THE TANATEX CHEMICAL CORPORATION

INTO

SYBRON CORPORATION

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

\*\*\*\*\*

Sybron Corporation, pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, hereby certifies as follows:

1. Sybron Corporation, a corporation of the State of New York owns all of the outstanding shares of The Tanatex Chemical Corporation.

The present Sybron Corporation was incorporated on November 1, 1965 under the name of Ritter Pfsudler Corporation. On October 7, 1968 Ritter Pfsudler Corporation changed its name to Sybron Corporation.

2. (a) The certificate of incorporation of Sybron Corporation formerly known as Ritter Pfsudler Corporation, was filed in the Department of State on the 1st day of November, 1965.

(b) The Tanstex Chemical Corporation was incorporated under the laws of the State of New Jersey on the 28th day of May, 1951 and no application has been filed for authority to do business in the State of New York.

(c) The laws of the state of each constituent foreign corporation permit this type of merger.

3. As to The Tanatex Chemical Corporation, the designation and number of outstanding shares (of each class) and the number of such shares owned by the surviving corporation are as follows:

<u>Name of Subsidiary</u>	<u>Designation &amp; Number of Outstanding Shares</u>	<u>Number of Shares Owned by Survivor</u>
The Tanatex Chemical Corporation	1200 Class A no par common	1200 Class A no par common

4. The merger shall be effective on the date on which The Certificate of Merger is accepted by the Secretary of State of the State of New York.

5. The Plan of Merger was adopted by the Board of Directors of the surviving corporation.

IN WITNESS WHEREOF, this certificate has been signed on the 31st day of December 1970 and the statements contained therein are affirmed as true under penalties of perjury.

SYBRON CORPORATION

By F. Ritter Shumway  
F. R. Shumway  
Chairman of the Board.

By J. M. Kieffer  
J. M. Kieffer  
Secretary

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CERTIFICATE OF MERGER OF

① THE TANATEX CHEMICAL CORPORATION

INTO

SYBRON CORPORATION.

(Under Section 905 of the  
Business Corporation Law)

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JAN 5 1971

TAX &  
FILING FEE \$ 30

John P. Long

RECORDED IN STATE

2. S. Monroe

John L. Bolane, Atty.  
1100 Midtown Tower  
Rochester, New York 14604

① NOREC  
12/31  
T

②

assumed name in

merger on

10/7/68

orig. name 524381-10

RIFER P. Huddell Corp

11/1/65

Rochester Monroe Co.

1,835,754 shares P.V. \$4

20,000,000 shares P.V. \$2.50

12/31

T



13786

State of Delaware

PAGE 1



BOOK 889 PAGE 410

## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF SYBRON TRANSITION CORP., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING SYBRON CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF AUGUST, A.D. 1986, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

|||||



862180183

A handwritten signature of Michael Harkins in cursive script.  
Michael Harkins, Secretary of State

AUTHENTICATION: 10906363

DATE: 08/06/1986

FILED 10 AM

AUG 6 1986

*Y. H. H. H.*  
SECRETARY OF STATE

BOOK 339 PAGE 411

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

SYBRON CORPORATION

INTO

SYBRON TRANSITION CORP.

UNDER SECTION 253 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned, a Delaware corporation

DOES HEREBY CERTIFY

First: The name and state of incorporation of each of the constituent corporations is as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Date of Incorporation</u>
Sybron Transition Corp.	Delaware	February 6, 1986
Sybron Corporation	New York	November 1, 1965

Second: Sybron Transition Corp. ("Sybron Transition") owns all of the issued and outstanding shares of common stock of Sybron Corporation.

Third: On July 11, 1986, the Board of Directors of Sybron Transition adopted, by the unanimous written consent of its members, the resolutions attached hereto as Exhibit A which are incorporated herein by reference.

Fourth: The Merger contemplated herein was approved by SC Acquisition Corp., a Delaware corporation and the sole stockholder of Sybron Transition, by written consent dated July 11, 1986, pursuant to Section 228(a) of the Delaware General Corporation Law.

Fifth: The Certificate of Incorporation of Sybron Transition shall constitute the Certificate of Incorporation of the surviving corporation.

Sixth: This Certificate of Ownership and Merger shall be effective upon its filing date.

Dated: July 31st, 1986

SYBRON TRANSITION CORP.

By: Steven B. Klinsky  
Steven B. Klinsky  
President

Attest:

By: Winston W. Hutchins  
Winston W. Hutchins  
Assistant Secretary

CERTIFICATE OF MERGER  
OF  
SYBRON CORPORATION  
INTO  
SYBRON TRANSITION CORP.

RECEIVED  
DEPARTMENT OF  
TAXATION AND FINANCE

AUG 5 1986

UNDER SECTION 905 OF THE BUSINESS CORPORATION COORDINATING TAX  
LAW, SECTION 1361

The undersigned

DO HEREBY CERTIFY

First: That the name and state of incorporation of  
each of the constituent corporations of the merger are as  
follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Date of Incorporation</u>
Sybron Transition Corp.	Delaware	February 6, 1986
Sybron Corporation	New York	November 1, 1965

Sybron Corporation ("Sybron") was originally  
incorporated under the name Ritter Pfaudler Corporation.  
Sybron Transition Corp. was originally incorporated under the  
name SC Acquisition Corp. No. 15.

Second: The name of the surviving corporation of the  
merger will be Sybron Transition Corp. ("Sybron Transition").

Third: Sybron had 9,200 common shares, par value  
\$2.50 per share ("Common Shares") issued and outstanding, all  
of which shares were owned by Sybron Transition.

Fourth: The merger shall be effective upon the  
filing of this Certificate of Merger by the Department of State.

Fifth: The merger is permitted by the laws of  
jurisdiction of each constituent corporation and is in  
compliance therewith.

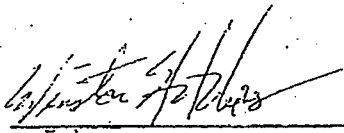


Sixth: The merger was adopted by each constituent corporation in the following manner:

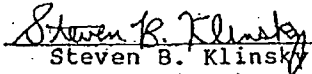
(a) As to Sybron Transition, by the unanimous written consent of its Board of Directors and the written consent of its sole stockholder.

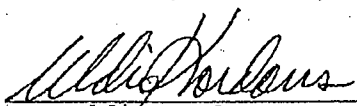
(b) As to Sybron, by the unanimous written consent of its Board of Directors and the written consent of Sybron Transition, as its sole stockholder.

IN WITNESS WHEREOF, each of the undersigned has caused this certificate to be signed on its behalf on this 31st day of July, 1986 by an officer thereunto duly authorized, who affirms the statements contained therein as true under penalties of perjury.

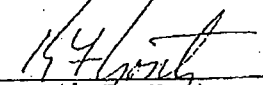
  
Winston W. Hutchins  
Assistant Secretary

SC TRANSITION CORP.

By:   
Steven B. Klinsky  
President

  
Uldis Kordons  
Secretary

SYBRON CORPORATION

By:   
Kenneth F. Yontz  
President

UNANIMOUS WRITTEN CONSENT OF DIRECTORS  
OF  
SC ACQUISITION CORP. NO. 15

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Pursuant to Section 141(f) of the  
General Corporation Law of the State of Delaware

---

The undersigned, being all of the directors of SC  
Acquisition Corp. No. 15, a Delaware corporation (the  
"Corporation"), hereby consent to and adopt the following  
resolutions:

RESOLVED, that the Plan of Liquidation (the  
"Plan") of Sybron Corporation ("Sybron") set forth in  
the Resolutions attached hereto as Exhibit A be, and  
it hereby is, adopted.

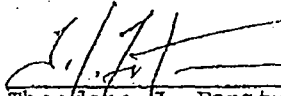
RESOLVED, that the distribution to the  
Corporation pursuant to the Plan of the Sybron assets  
listed opposite its name on Schedules A and B attached  
hereto or otherwise indicated as being allocated to  
the Corporation in Schedule C subject to the  
assumption by the Corporation of the related  
liabilities and the liabilities set forth in Schedules  
D and E attached hereto, in cancellation of all of  
the shares of Common Stock of Sybron owned by the  
Corporation, be, and it hereby is, accepted.

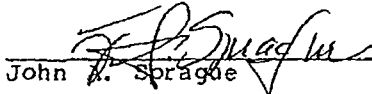
RESOLVED, that the proper officers of the  
Corporation be, and each of them hereby is, authorized  
to effect the distribution to the Corporation of the  
Sybron assets as set forth in the preceding Resolution  
by executing a Bill of Sale and Assignment and  
Assumption Agreement and other appropriate documents  
between Sybron and the Corporation upon such terms and  
conditions as such officers may deem necessary or  
appropriate.

RESOLVED, that any one or more of the officers of  
the Corporation be, and each of them individually  
hereby is, authorized and empowered, in the name and

on behalf of the Corporation, to take any such action and to execute and deliver any and all further agreements, instruments and other documents which such officer, in his sole discretion, deems necessary or desirable to effectuate the purpose and intent of the foregoing resolutions (including, without limitation, the execution of a consent, on behalf of the Corporation, as a stockholder of Sybron in favor of adoption of the Plan), the authority for the taking of such action to be conclusively evidenced by the execution and delivery of any such agreement or document.

July 11, 1986

  
Theodore U. Forstmann

  
John W. Sprague

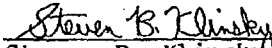
  
Steven B. Klinsky

EXHIBIT A

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF  
DIRECTORS OF SYBRON CORPORATION  
TO LIQUIDATE SYBRON CORPORATION PURSUANT  
TO A PLAN OF LIQUIDATION

The UNDERSIGNED, being all the members of the Board of Directors of Sybron Corporation, a New York corporation (the "Company"), in accordance with Section 708(b) of the Business Corporation Law of the State of New York, do hereby unanimously consent to the adoption of the following resolutions:

RESOLVED, that a plan of liquidation (the "Plan") be, and hereby is, formulated to effect a liquidation in accordance with Section 332 of the United States Internal Revenue Code of 1954, as amended, and the following Resolutions.

RESOLVED, that the date of adoption and the effective date of the Plan shall be the date of the adoption of these Resolutions.

RESOLVED, that, during the period of liquidation of the Company, due provision shall be made for any debts and liabilities of the Company.

RESOLVED, that the Company shall distribute to each shareholder (other than SC Acquisition Corp. No. 15) (subject to the authorization for adjustments set forth in the fourth succeeding Resolution) the assets listed opposite its name on Schedules A and B hereto or otherwise indicated as being allocated to such shareholder in Schedule C, in cancellation of each such holder's shares of Common Stock (except for the shares held by SC Acquisition Corp. No. 15).

RESOLVED, that the assets set forth in Schedules A and B or otherwise indicated as being allocated to each shareholder in Schedule C (subject to the authorization for adjustments set forth in the third succeeding Resolution) transferred pursuant to the preceding Resolution will be transferred subject to all related liabilities (excluding any liabilities listed in Schedules D and E), which shall be assumed by each such shareholder to which the assets are being transferred.

RESOLVED, that each shareholder (other than SC Acquisition Corp. No. 15) shall (subject to the authorization for adjustments set forth in the second succeeding Resolution) assume such other liabilities of the Company, or portion thereof, as is indicated as being allocated to such shareholder in Schedules D and E (not limited, however, to the specific dollar amounts set forth therein).

RESOLVED, that the Company shall effect the transfer to each shareholder (other than SC Acquisition Corp. No. 15) (subject to the authorization for adjustments set forth in the succeeding Resolution) of the assets listed opposite its name on Schedules A and B or otherwise indicated as being allocated to such shareholder in Schedule C and each such shareholder shall assume the related liabilities and the liabilities set forth in Schedules D and E by executing a Bill of Sale and Assignment and Assumption Agreement and other appropriate document between the Company and each such shareholder upon such terms and conditions as the proper officers of the Company may deem necessary or appropriate.

RESOLVED, that the proper officers of the Company be, and each of them hereby is, authorized to effect such adjustments in the allocation of assets and liabilities among the shareholders with due regard to the shareholders' proportionate ownership of shares of the Company as they may deem necessary or appropriate.

RESOLVED, that the Company hereby adopts an Agreement and Plan of Merger substantially in the form attached hereto as Exhibit I (the "Plan of Merger"), whereby the Company will, after the distributions of assets and assumptions of liabilities referred to in the preceding Resolutions, be merged with and into its sole remaining shareholder, SC Acquisition Corp. No. 15, on the effective date of the Plan of Merger.

RESOLVED, that the Directors and proper officers of the Company be, and each of them hereby is, directed and authorized, in the name and on behalf of the Company, to submit the Plan of Merger to SC Acquisition Corp. No. 15, as its sole shareholder, for its approval of the Plan of Merger after the cancellation of each holder's shares of Common Stock (except for the shares held by SC Acquisition Corp. No. 15) pursuant to the fourth Resolution herein adopted and, following all required approvals, to

execute and file a Certificate of Merger pursuant to Section 905 of the Business Corporation Law of the State of New York.

RESOLVED, that the actions provided for in the foregoing Resolutions be commenced immediately, and that the liquidation and subsequent merger of the Company be completed as soon as practicable, but in no event later than December 31, 1989.

RESOLVED, that any one or more officers of the Company be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to take any such action and to execute and deliver any and all such agreements, instruments and other documents which such officer, in his sole discretion, deems necessary or desirable to effectuate the purpose and intent of the foregoing Resolutions, the authority for the taking of such action to be conclusively evidenced by the execution and delivery of any such agreement or document.

RESOLVED, that these Resolutions may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed these Resolutions this 11th day of July, 1986.

DIRECTORS

\_\_\_\_\_  
Kenneth P. Yontz

\_\_\_\_\_  
James McCulloch

  
\_\_\_\_\_  
John A. Sprague

execute and file a Certificate of Merger pursuant to Section 905 of the Business Corporation Law of the State of New York.

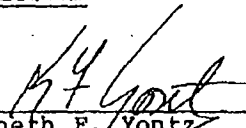
RESOLVED, that the actions provided for in the foregoing Resolutions be commenced immediately, and that the liquidation and subsequent merger of the Company be completed as soon as practicable, but in no event later than December 31, 1989.

RESOLVED, that any one or more officers of the Company be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to take any such action and to execute and deliver any and all such agreements, instruments and other documents which such officer, in his sole discretion, deems necessary or desirable to effectuate the purpose and intent of the foregoing Resolutions, the authority for the taking of such action to be conclusively evidenced by the execution and delivery of any such agreement or document.

RESOLVED, that these Resolutions may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed these Resolutions this 11th day of July, 1986.

DIRECTORS

  
Kenneth F. Yontz

  
James McCulloch

\_\_\_\_\_  
John A. Sprague

Schedule A

<u>Name</u>	<u>Assets</u>
S.C. Acquisition Corp. No. 1	Castle, Mediatech
S.C. Acquisition Corp. No. 2	Nalge, Cryogenics, Tycos, Midwest, Sybron Salary Pension Reversion
S.C. Acquisition Corp. No. 3	Erie Scientific
S.C. Acquisition Corp. No. 4	Brinkman
S.C. Acquisition Corp. No. 5	Barnstead
S.C. Acquisition Corp. No. 6	Analytics
S.C. Acquisition Corp. No. 8	Kerr
S.C. Acquisition Corp. No. 9	Ormcro
S.C. Acquisition Corp. No. 12	Liebel-Flarsheim
S.C. Acquisition Corp. No. 15	Corporate Headquarters

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\* Wherever the name of a profit center is listed, the assets referred to are those used principally by that profit center, excluding any assets or the stock of any subsidiaries listed in Schedule B or any other assets listed in Schedule C.



Schedule B

Distribution of Stock of First Tier Subsidiaries

<u>Name</u>	<u>First Tier Subsidiaries</u>
S.C. Acquisition No. 1	Sybron Asia (Hong Kong) Ltd.
S.C. Acquisition No. 2	Tyco de Juarez, S.A. de C.V. Sybron Midwest B.V. Bothnia Holdings, Inc. (Cayman Islands) Karl Balach Inc. Sybron Sueddeutsch GmbH
S.C. Acquisition No. 3	Eria-Electroverre S.A. Sybron Deutschland GmbH
S.C. Acquisition No. 4	Brinkmann Instrumentenbau GmbH
S.C. Acquisition No. 8	Sybron Italia S.p.A. Sybron Asia Ltd. Sybron (Europe) A.G. Bothnia Holdings Inc. (Del) Sybron Desenvolvimento Ltd. Kerr GmbH
S.C. Acquisition No. 9	Sybron Zuerich A.G. Ormex S.A. de C.V.
S.C. Acquisition No. 10	Sybron Canada Limited Gamlen (Australasia) Pty. Ltd. Gamlen (Japan) Limited Gamlen Chemie (Nederland) B.V. Sybron Ltd. Gamlen Chemie GmbH Gamlen Norway A/S
S.C. Acquisition No. 12	Medical Research International, Inc.
S.C. Acquisition No. 13	Sybron Chemicals Inc. Sybron (Australia) Pty. Ltd. Tanatex Colombiana Ltd. Tanatex Mexicana, S.A. de C.V. Sybron Chemie France S.A.
S.C. Acquisition No. 14	Thermolyne Corporation

Schedule B (Con't.)

S.C. Acquisition No. 15

Genesse Assurance Ltd.  
Sybron Nederland B.V.  
Sybron Dental Administration  
Inc. (NY)  
Sybron Foreign Sales Corp.  
(Virgin Islands)  
Sybron International Corp. (NY)  
Sybron International Trade  
Corp. (NY)  
Sybron Overseas Sales Corp.  
(Del)  
Sybron Western Hemisphere, Inc.  
(NY)  
Taylor Instrument Iberica S.A.  
(Spain) (in liquidation)  
Chalbey Limited  
Neptune Trustees Limited  
Rochem Group S.A.  
Creehouse Limited

DEF. DEFICIT (PT. 1)

	TOTAL 1988-89	S.C. ACR. CORP. REL. 1	S.C. ACR. CORP. REL. 2	S.C. ACR. CORP. REL. 3	S.C. ACR. CORP. REL. 4	S.C. ACR. CORP. REL. 5	S.C. ACR. CORP. REL. 6	S.C. ACR. CORP. REL. 7	S.C. ACR. CORP. REL. 8	S.C. ACR. CORP. REL. 9	S.C. ACR. CORP. REL. 10	S.C. ACR. CORP. REL. 11	S.C. ACR. CORP. REL. 12	S.C. ACR. CORP. REL. 13	S.C. ACR. CORP. REL. 14	S.C. ACR. CORP. REL. 15
<b>ASSETS</b>																
<b>CASH &amp; MARKETABLE SEC.</b>	14,790															14,790
<b>MARKETABLES</b>																
HARVEST CORP. INTS - ST	44											44				44
PENNSTATE INC. - HERITAGE	411		105							324						411
ALFARO S. LARSEN	138		9								129					138
STERN (REL. 11. REL. 1)	4,473		1	4,473												4,473
<b>OTHER CURRENT ASSETS</b>																
EXCESS PENSION ASSETS-TAYLOR	45		0									45				45
EXCESS PENSION ASSETS-HERITAGE	2,808											2,808				2,808
HARVEST CORP. - REL. 10	250		0									250				250
PENNSTATE INC. - REL. 10	944		413	19	84	34	4	81	37			97	153	78		944
OTHER	143		0									143				143
<b>OTHER NON-CURRENT ASSETS</b>																
DEFERRED FARMING COSTS	8,000	542	2,304	237	1,043	698	14	735	497	247	405	1,344	378	134		8,000
INVESTMENT IN RE. WHITE	2,000							2,000								2,000
HARVEST CORP. INTS - LI	294											294				294
POT. JOINT VENTURE	300															300
PPL - DISTON	330															330
HARVEST CORP. - REL. 10	300											300				300
HERITAGE - REL. 10	114											114				114
EQUITY INTEREST IN HERITAGE ASSURANCE	104											104				104
OTHER	104											104				104
POTENTIAL ASSETS	83											83				83
<b>TOTAL</b>	<b>35,137</b>	<b>542</b>	<b>2,702</b>	<b>4,733</b>	<b>1,127</b>	<b>192</b>	<b>29</b>	<b>2,010</b>	<b>1,002</b>	<b>4,040</b>	<b>502</b>	<b>1,719</b>	<b>190</b>	<b>12,106</b>		

REF DESCRIPTION	TOTAL 1000'S	ACQ. COMP. NO. 1	ACQ. COMP. NO. 2	ACQ. COMP. NO. 3	ACQ. COMP. NO. 4	ACQ. COMP. NO. 5	ACQ. COMP. NO. 6	ACQ. COMP. NO. 7	ACQ. COMP. NO. 8	ACQ. COMP. NO. 9	ACQ. COMP. NO. 10	ACQ. COMP. NO. 11	ACQ. COMP. NO. 12	ACQ. COMP. NO. 13	ACQ. COMP. NO. 14	ACQ. COMP. NO. 15
LIABILITIES																
PAYROLL WITHHOLDINGS (WAC, DIYS.)	313															313
CORP. ACCTS PAY.	263															263
ACCUMULATED INTEREST *	1,833	131	647	49	217	22	3	150	143	61	80	320	34			171
ACC. VACATION-CORP. EMPLOY.	700															700
ACC. SEVERANCE-CORP.	8,375	670	2,054	519	8	193	47	761	777	701	230	1,252	142			797
ACC SEVERANCE-INDIVIDUALS	287															287
ACC. EXEC. CORP-CORP.	150															150
TAX RESERVE	10,000		7,689	0				1,425							1,886	0
ACC. PROFESSIONAL FEES	4,377															4,377
ACC. DONATIONS	296															296
NET LIABILITIES																
WITTER A.S. - RESERVE	236		236													
PENSION RESERVES	2,878											2,878				
TAYLOR RESERVES	12,333	0	0	0		0		0	0	0	0	12,333	0			0
WITTENBERG RESERVES	2,299											2,299				
WITTER IN S.I. RESERVE	1,500											1,500				0
NET RISCO BENTAL ASSETS	5,377		3,327													
PENSIONAL INSURANCE RESERVE	698		161	1	70	3	3	26	140			30	29		10	
PENSION LIAB. - CASTLE	370	370														
PENSION LIAB. - KERR	303							303								
PENSION LIAB. - L.F.	348											348				
PENSION LIAB. - RINGGOLD	77		77													
PENSION LIAB. - TAYLOR	130														130	
PENSION LIAB. - WITTENBERG	110					110										
PENSION LIAB. - WALKER	84		84													
PENSION LIAB. - WITTENBERG	11		11													
PENSION LIAB. - WITTE	80			80												
TAYLOR CO. PLAN	332		332													
SYNTHETIC PLAN	706		706													
SYNTHETIC PENSION PLAN								14	354							
TAX LEASE	2,426	0	0					2,426	0			0	0			
GENERAL INSURANCE RESERVE (PENSION)	2,429	476	257	47	169	50	17	244	140	50	236	374	91			30
REPLACING ASSETS	8,405															8,405
OTHER	23															23
TOTAL	83,047	1,635	15,350	702	462	670	339	5,507	1,876	900	5,704	16,371	1,700			13,338

\* Any difference in this amount (positive or negative) will be allocated among the shareholders in proportion to their ownership of shares of the Company.

DEF DESCRIPTION	TOTAL (000'S)	S.C. ACR. CRSP. NO. 1	S.C. SCR. CRSP. NO. 2	S.C. ACR. CRSP. NO. 3	S.C. SCR. CRSP. NO. 4	S.E. ACR. CRSP. NO. 5	S.E. ACR. CRSP. NO. 6	S.C. SCR. CRSP. NO. 8	S.E. ACR. CRSP. NO. 9	S.C. ACR. CRSP. NO. 10	S.C. SCR. CRSP. NO. 12	S.E. ACR. CRSP. NO. 13	S.E. ACR. CRSP. NO. 14	S.C. SCR. CRSP. NO. 15
Bank Debt and/or Refinanced Bank Debt owed to S.E. Acquisition Corp.	211,753 *	15,382	31,011	42,042	26,837	3,218	127	19,140	29,471	19,079	7,275	39,608	4,343	1,299

\* Any difference from this amount (positive or negative) will be allocated among the shareholders in proportion to their ownership of shares of the Company.

EXHIBIT I

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated July \_\_ 1986 (this "Agreement") between Sybron Corporation, a New York corporation ("Sybron"), and SC Acquisition Corp. No. 15, a Delaware corporation ("Corp. No. 15"). Sybron and Corp. No. 15 are hereinafter sometimes collectively called the "Constituent Corporations."

WHEREAS, the authorized capital stock of Sybron consists of: 1,435,754 shares of \$2.40 Convertible Preferred Stock, par value \$4.00 per share, of which 515,197 shares are treasury shares; 6,000,000 shares of Class A Preference Stock, par value \$1.00 per share, none of which shares are issued; and, 20,000,000 shares of Common Stock, par value \$2.50 per share, of which 9,200 are issued, outstanding, and owned by Corp. No. 15;

WHEREAS, the authorized capital stock of Corp. No. 15 consists of 1,000 shares of Common Stock, par value \$.01 per share ("Corp. No. 15 Common Stock"), of which 100 shares are issued, outstanding, and owned by SC Acquisition Corp., a Delaware corporation ("SC Acquisition");

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and to the welfare and advantage of each of the Constituent Corporations and their respective stockholders that the Constituent Corporations merge under and pursuant to the Business Corporation Law of the State of New York and the General Corporation Law of the State of Delaware into a single corporation, to wit, Corp. No. 15, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being hereinafter sometimes called the "Surviving Corporation"), and have approved this Agreement and the merger contemplated hereby (the "Merger");

Accordingly, the parties hereto hereby agree in accordance with the Business Corporation Law of the State of New York and the General Corporation Law of the State of Delaware that, upon the filing of a Certificate of Merger in the form of Exhibit I-A attached hereto and a Certificate of Ownership and Merger in the form of Exhibit I-B attached hereto (the date and time of the later such event being the effective date), Sybron shall merge into Corp. No. 15, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the Merger into effect:

1. Name of Surviving Corporation, Certificate of Incorporation, Share Information, By-Laws, Directors and Officers.

1.1. Name of Constituent Corporations. The name of the Constituent Corporations are Sybron Corporation and "SC Acquisition Corp. No. 15."

1.2. Name of Surviving Corporation. The name of the Surviving Corporation after the Effective Date shall be SC Acquisition Corp. No. 15.

1.3. Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of Corp. No. 15, as in effect on the date hereof, shall, from and after the Effective Date, be and continue to be the Certificate of Incorporation of the Surviving Corporation until amended as provided by law.

1.4. By-Laws. The By-Laws of Corp. No. 15 shall, from and after the Effective Date, be and continue to be the By-Laws of the Surviving Corporation until amended as therein provided.

1.5. Directors and Officers. The directors and officers of the Surviving Corporation from and after the Effective Date shall be those directors and officers of Corp. No. 15 in office on the Effective Date, each of whom shall hold office in the Surviving Corporation until his respective successor is elected and shall qualify in accordance with law and the By-Laws of the Surviving Corporation.

1.6. Vacancies. If, on or after the Effective Date, a vacancy exists in the Board of Directors or in any of the offices of the Surviving Corporation by reason of death or inability or refusal to act, or for any other reason, such vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.

2. Status of Securities of Constituent Corporations.

2.1. Corp. No. 15 Common Stock. The shares of capital stock of Corp. No. 15 outstanding on the Effective Date shall continue as shares of capital stock of the Surviving Corporation.

2.2. Sybron Common Stock. On the Effective Date, each then outstanding share of Sybron shall, by virtue of the Merger, automatically be cancelled and be converted into and represent solely the right of the holder thereof to receive in exchange therefor one share of Common Stock par value \$.01

per share, of the Surviving Corporation. From and after the Effective Date, (a) the holder of certificates theretofore representing outstanding shares of Sybron shall cease to have any rights in respect of such shares except the right to receive payment therefor upon surrender thereof as hereinafter provided, and (b) no transfer of any shares of Sybron shall be made on the stock transfer books of the Surviving Corporation.

2.3. Surrender of Sybron Stock Certificates.

Upon surrender in good delivery form of any certificate theretofore representing outstanding shares of Sybron to the Surviving Corporation, or such other bank or trust company designated by the Surviving Corporation (hereinafter called the "Exchange Agent"), such holder shall be entitled to receive in exchange therefor certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which such shares of Sybron have been converted. If delivery is to be made to a person other than the person in whose name the surrendered certificate is registered, it shall be a condition of such delivery that the certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer, and that the person requesting such delivery shall pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance in a name other than the name of the registered holder of the certificate surrendered to establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable.

Until so surrendered and exchanged and the certificates theretofore representing outstanding shares of Sybron shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of whole shares of Common Stock of the Surviving Corporation into which the outstanding shares of Sybron Common Stock theretofore represented and thereby shall have been converted. No dividend or other distributions, if any, payable to holders of record or other distributions, if any, payable to holders of record of shares of Common Stock of the Surviving Corporation as of any date subsequent to the Effective Date shall be paid to the holders of unsurrendered certificates theretofore representing outstanding shares of Sybron; provided, however, that upon surrender and exchange of such certificates theretofore representing outstanding shares of Sybron there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which theretofore have become payable with respect to the number of whole shares of Common Stock of the Surviving Corporation represented thereby.



3. Miscellaneous.

3.1. Termination of Merger. At any time prior to the Effective Date, (a) this Agreement may be terminated by mutual agreement of the Boards of Directors of both of the Constituent Corporations notwithstanding approval of this Agreement by the sole stockholder of either or both of the Constituent Corporations.

3.2. Effect of Merger. From and after the Effective Date, the status, rights and liabilities of, and the effect of the Merger on, each of the Constituent Corporations and the Surviving Corporation shall be as provided in Section 906 of the Business Corporation Law of the State of New York and Section 259 of the General Corporation Law of the State of Delaware. At any time, and from time to time after the Effective Date, the last acting officers of Sybron, or the corresponding officers of the Surviving Corporation, may, in the name of Sybron, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of Sybron's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement and the Merger.

3.3. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by each of the Constituent Corporations by its President and witnessed by its Assistant Secretary under its corporate seal, as of the date first above written.

SYBRON CORPORATION

By: \_\_\_\_\_  
Kenneth F. Yontz  
President

Corporate Seal

ATTEST: \_\_\_\_\_  
R. Jeffrey Harris  
Assistant Secretary

SC Acquisition Corp. No. 15

By Steven B. Klinsky  
President and Treasurer

Corporate Seal

ATTEST: Winston W. Hutchins  
Assistant Secretary

I, R. JEFFREY HARRIS, Assistant Secretary of Sybron Corporation, a New York corporation (the "Company"), certify that the foregoing Agreement and Plan of Merger was adopted and approved by the Board of Directors of the Company and executed and acknowledged by the President of the Company and attested by the Assistant Secretary of the Company under its corporate seal. Thereafter, such Agreement and Plan of Merger was adopted by the sole shareholder of the Company by written consent.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary of the Company and affixed the seal of the Company on July \_\_, 1986.

R. Jeffrey Harris  
Assistant Secretary

Corporate Seal

The foregoing Agreement and Plan of Merger, having been adopted by SC Acquisition Corp. No. 15, a Delaware corporation, pursuant to Section 253 of the General Corporation Law of the State of Delaware and Sybron Corporation, a New York corporation, and the fact of the adoption thereof as aforesaid having been duly certified thereon by the Assistant Secretary of SC Acquisition Corp. No. 15 and by the Assistant Secretary of Sybron Corporation, respectively, all in accordance with law, said Agreement and Plan of Merger is hereby executed by the President of SC Acquisition Corp. No. 15 and the President of Sybron Corporation and attested by the Assistant Secretary of each of said Corporations thereunto duly authorized, under its respective corporate seal, on July \_\_\_, 1986.

SC Acquisition Corp. No. 15

By \_\_\_\_\_  
Steven B. Klinaky  
President and Treasurer

Corporate Seal

ATTEST:

\_\_\_\_\_  
Winston W. Hutchins  
Assistant Secretary

Sybron Corporation

By: \_\_\_\_\_  
Kenneth F. Yontz  
President

Corporate Seal

ATTEST:

\_\_\_\_\_  
R. Jeffrey Harris  
Assistant Secretary

UNANIMOUS WRITTEN CONSENT OF SHAREHOLDERS  
OF SYBRON CORPORATION TO LIQUIDATE SYBRON  
CORPORATION PURSUANT TO A PLAN OF LIQUIDATION

The UNDERSIGNED, being all the shareholders  
(collectively, the "Companies") of Sybron Corporation, a New  
York corporation, in accordance with Section 615 of the  
Business Corporation Law of the State of New York, do hereby  
unanimously consent to the adoption of the following  
resolutions:

RESOLVED, that the plan of liquidation (the  
"Plan") as adopted by the Board of Directors of Sybron  
Corporation on July 11, 1986, and set forth in the  
Resolutions attached hereto as Exhibit A be, and it  
hereby is, adopted.

RESOLVED, that the Board of Directors and  
officers of each of the Companies are hereby  
authorized to take any and all such further actions  
considered by them necessary or desirable to carry out  
the provisions of the Plan.

RESOLVED, that these Resolutions may be executed  
in counterparts, each of which shall be deemed to be  
an original and all of which together shall be deemed  
to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed  
these Resolutions this 11th day of July, 1986.

By: Steven B. Klinsky  
Steven B. Klinsky  
President

SC Acquisition Corp. No. 1  
SC Acquisition Corp. No. 2  
SC Acquisition Corp. No. 3  
SC Acquisition Corp. No. 4  
SC Acquisition Corp. No. 5  
SC Acquisition Corp. No. 6  
~~SC Acquisition Corp. No. 7~~  
SC Acquisition Corp. No. 8  
SC Acquisition Corp. No. 9  
SC Acquisition Corp. No. 10  
~~SC Acquisition Corp. No. 11~~  
SC Acquisition Corp. No. 12  
SC Acquisition Corp. No. 13  
SC Acquisition Corp. No. 14  
SC Acquisition Corp. No. 15

### Tax Sharing Agreement

Agreement, dated as of July 11, 1986, among Sybron Corporation and the corporations listed on Schedule A hereto (the "Subsidiaries").

Whereas, each Subsidiary is a direct wholly-owned subsidiary of Sybron and is included in the same consolidated federal income tax returns as Sybron.

Whereas, Sybron and each Subsidiary desire to establish an arrangement whereby the consolidated federal and any combined or consolidated state or local income tax returns which include Sybron and the Subsidiary will be prepared by Sybron and the income tax liabilities of each Subsidiary covered by such returns will be determined and paid by Sybron and rebilled to the Subsidiary for settlement.

Now, therefore, Sybron and each Subsidiary agree as follows:

1. Preparation and Filing of Tax Returns by Sybron.

Sybron shall prepare and timely file, or shall cause the preparation and timely filing of all appropriate consolidated federal and any combined or consolidated state and local income tax returns which include Sybron and the Subsidiary.

2. Payment of Taxes. Sybron shall pay or cause to be paid all income taxes, interest and penalties due with respect to federal, state or local income tax returns relating to income covered by the returns for which Sybron has filing responsibility pursuant to paragraph 1 hereof.

3. Billing of Taxes by Sybron to the Subsidiaries.

Sybron shall determine the income taxes, interest and penalties to be billed to each Subsidiary as if each Subsidiary and its subsidiaries were a separate and independent taxpayer. Each Subsidiary will settle the liability to Sybron for the amount of taxes, interest and penalties so determined by means of the intercompany loan account between the Subsidiary and Sybron.

4. Conduct of Audits and Disputes. Sybron and its

duly appointed representatives shall have the sole right to supervise or otherwise coordinate any examination process and to negotiate, resolve, settle and contest and tax deficiencies or assert and prosecute any claim for refund relating to returns for which Sybron has filing responsibility pursuant to paragraph 1 hereof.

5. Adjustments and Refunds. Any additional tax

liability arising from adjustments relating to returns covered by this agreement and any refunds of taxes relating to such returns shall be billed to or credited, as the case may be, to the account of the Subsidiary to which the adjustment relates.

6. Effective Date. This agreement shall be effective

with respect to taxable years ending on or after December 31, 1986.

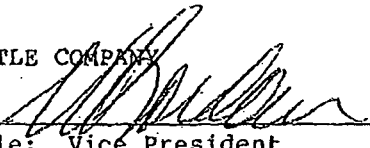
SYBRON CORPORATION

By: 

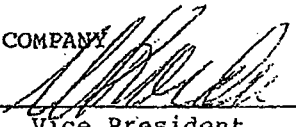
Title: VP

Exhibit A


CASTLE COMPANY

By:   
Title: Vice President

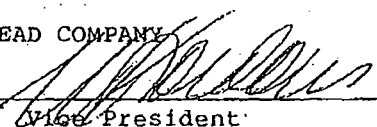
NALGE COMPANY

By:   
Title: Vice President

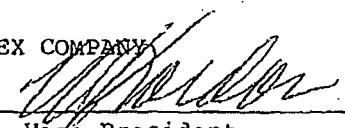
ERIE SCIENTIFIC COMPANY

By:   
Title: Vice President

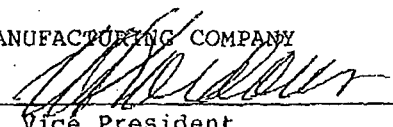
BARNSTEAD COMPANY

By:   
Title: Vice President

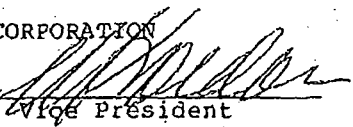
SERVOMEX COMPANY

By:   
Title: Vice President

KERR MANUFACTURING COMPANY

By:   
Title: Vice President

ORMCO CORPORATION

By:   
Title: Vice President



SYBRON COMMONWEALTH HOLDINGS, INC.

By: *[Signature]*

Title: Vice President

SYBRON CHEMICAL HOLDINGS, INC.

By: *[Signature]*

Title: Vice President

THERMOLYNE HOLDINGS, INC.

By: *[Signature]*

Title: Vice President

SYBRON TRANSITION CORP.

By: *[Signature]*

Title: Vice President

SC ACQUISITION CORP. NOS. 16-19

By: *Steven B. Kline*

Title: President

MINUTES OF A MEETING  
OF THE BOARD OF DIRECTORS  
OF SC ACQUISITION CORP. NO. 15

July 22, 1986

A meeting of the Board was held on July 22, 1986 at the offices of the Corporation, with all directors present. Mr. Klinsky was appointed to serve as secretary for the meeting. After full discussion and upon motion duly made and seconded, the following resolutions were unanimously approved.

RESOLVED, that the Credit Agreement dated as of July 23, 1986 (the "Credit Agreement"), among SC Acquisition Corp., the Corporation, the banks party thereto (the "Banks") and Manufacturers Hanover Trust Company, as agent for the Banks (the "Agent"), the Subsidiary Guarantee, dated as of July 23, 1986, made by the Corporation in favor of the Agent, as agent for the Banks, and the Subco Pledge Agreement dated as of July 23, 1986 (the "Pledge Agreement"), made by the Corporation in favor of the Agent, as agent for the Banks, (collectively, the "Agreements"), all of the foregoing in the forms presented to the Board of Directors, and all of the transactions contemplated by the Agreements, including without limitation the borrowings by SC Acquisition Corp. contemplated by the Credit Agreement, and the pledge contemplated by the Pledge Agreement, be, and they hereby are, approved; and that all of the officers of the Corporation be, and each of them individually hereby is, authorized and directed to execute and deliver the Agreements, substantially in the form attached hereto, with such changes and additions thereto as the officer executing the Agreements shall approve and such

execution of the Agreements by such officer shall be conclusive evidence of such approval;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the proper officers of the Corporation, these officers are hereby authorized and empowered to do or cause to be done any and all such further acts and things, including the execution and delivery of any and all such further papers, documents and instruments as they may deem necessary or appropriate in order to carry out the intent and to accomplish the purposes of the foregoing resolutions.

Steven B. Klinsky  
Steven B. Klinsky

UNANIMOUS WRITTEN CONSENT

OF DIRECTORS

of

SC ACQUISITION CORP. NO. 15

Pursuant to Section 141(f) of the  
General Corporation Law of Delaware

The undersigned, being all of the directors of SC  
Acquisition Corp. No. 15 (the "Corporation"), hereby consent to  
the adoption of the following resolutions:

RESOLVED, that, as the Board of Directors finds the  
following amendment to the Corporation's Certificate of  
Incorporation to be advisable, such amendment be proposed to  
the sole stockholder of the Corporation for its consent  
pursuant to Section 228(a) of the General Corporation Law of  
Delaware:

RESOLVED, that the Certificate of  
Incorporation of the Corporation be amended  
by changing Article 1 thereof so that, as  
amended, said Article shall be and read as  
follows:

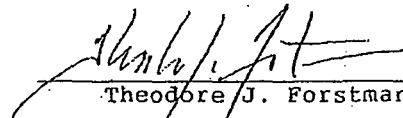
"The name of the Corporation is  
Sybron Transition Corp."

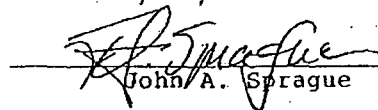
RESOLVED, that subject to the giving of consent to  
such amendment by the stockholder of the Corporation, the  
appropriate officers of the Corporation be, and they hereby  
are, authorized and directed to file a Certificate of Amendment

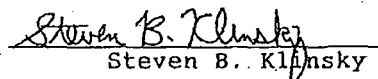
of the Certificate of Incorporation of the Corporation with the Secretary of State of Delaware setting forth such amendment in accordance with the provisions of Section 242 of the General Corporation Law of Delaware.

This Unanimous Written Consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Dated: July 25, 1986

  
Theodore J. Forstmann

  
John A. Sprague

  
Steven B. Klinsky

WRITTEN CONSENT IN LIEU OF MEETING  
OF SOLE STOCKHOLDER  
of  
SC ACQUISITION CORP. NO. 15

Pursuant to Section 228 of the  
General Corporation Law of Delaware

The undersigned, being the sole stockholder of  
SC Acquisition Corp. No. 15, a Delaware corporation (the  
"Corporation"), hereby consents to the adoption of the  
following resolution:

RESOLVED, that the Certificate of  
Incorporation of the Corporation be amended  
by changing Article 1 thereof so that, as  
amended, said Article shall be and read as  
follows:

"The name of the Corporation is  
Sybron Transition Corp."

Dated: July 25, 1986

SC Acquisition Corp.

By: 

John A. Sprague  
Vice President

State of Delaware

PAGE 1



Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF SYBRON TRANSITION CORP., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING SYBRON CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF AUGUST, A.D. 1986, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

\* \* \* \* \*



922805175

*Michael Ratchford*

SECRETARY OF STATE

AUTHENTICATION: \*3616931

DATE: 10/07/1992

3602180183

FILED 10 AM

AUG 6 1986

*Michael H. H.*  
SECRETARY OF STATE

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

SYBRON CORPORATION

INTO

SYBRON TRANSITION CORP.

UNDER SECTION 253 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned, a Delaware corporation

DOES HEREBY CERTIFY

First: The name and state of incorporation of each of the constituent corporations is as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Date of Incorporation</u>
Sybron Transition Corp.	Delaware	February 6, 1986
Sybron Corporation	New York	November 1, 1965

Second: Sybron Transition Corp. ("Sybron Transition") owns all of the issued and outstanding shares of common stock of Sybron Corporation.

Third: On July 11, 1986, the Board of Directors of Sybron Transition adopted, by the unanimous written consent of its members, the resolutions attached hereto as Exhibit A which are incorporated herein by reference.

Fourth: The Merger contemplated herein was approved by SC Acquisition Corp., a Delaware corporation and the sole stockholder of Sybron Transition, by written consent dated July 11, 1986, pursuant to Section 228(a) of the Delaware General Corporation Law.

Fifth: The Certificate of Incorporation of Sybron Transition shall constitute the Certificate of Incorporation of the surviving corporation.



Sixth: This Certificate of Ownership and Merger shall be effective upon its filing date.

Dated: July 31st, 1986

SYBRON TRANSITION CORP.

By: Steven B. Klinsky  
Steven B. Klinsky  
President

Attest:

By: Winston W. Hutchins  
Winston W. Hutchins  
Assistant Secretary

EXHIBIT A

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF  
DIRECTORS OF SYBRON TRANSITION CORP.

Pursuant to Section 141(f) of the  
General Corporation Law of the State of Delaware

The UNDERSIGNED, being all the members of the Board of Directors of Sybron Transition Corp., a Delaware corporation (the "Company"), do hereby unanimously consent to the adoption of the following resolutions:

RESOLVED, that, pursuant to Section 251 of the General Corporation Law of Delaware, Sybron Corporation ("Sybron") be merged into the Company in accordance with the terms of the Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement").

RESOLVED, that the officers of the Company be, and they hereby are authorized and directed to execute, verify or acknowledge and file on behalf of the Company with respect to the Merger the Merger Agreement in accordance with Section 251 of the General Corporation Law of Delaware.

RESOLVED, that any one or more of the officers of the Company be, and each of them individually hereby is, directed and authorized, in the name and on behalf of the Company, to take or cause to be taken any and all such action, to execute and deliver any and all agreements, instruments and other documents, in the name and on behalf of the Company or

600.4

documents, in the name and on behalf of the Company or otherwise, and to submit such other matters to the stockholders of the Company, as such officer, in his sole discretion, deems necessary or desirable to effectuate the purpose and intent of the foregoing resolutions, the authority for the taking of such action to be conclusively evidenced by the execution and delivery of any such agreement or document.

IN WITNESS WHEREOF, the undersigned have executed these Resolutions this 31<sup>st</sup> day of July, 1986.

DIRECTORS

*T. J. Forstmann*  
Theodore J. Forstmann

*J. A. Sprague*  
John A. Sprague

*Steven B. Klinsky*  
Steven B. Klinsky

# Apostille

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

2. This public document  
has been signed by Michael Ratchford

3. acting in the capacity of Secretary of State of Delaware

4. bears the seal/stamp of Office of Secretary of State

## Certified

5. at Dover, Delaware

6. the seventh day of October, A.D. 1992.

7. by (~~Acting~~) Secretary of State Delaware Department of State

8. No. 19991

9. Seal/Stamp:



10. Signature:

Michael Ratchford



SYBRON TRANSITION CORP.

CONSENT OF SOLE STOCKHOLDER

The undersigned, APOGENT TECHNOLOGIES INC., as sole stockholder of SYBRON TRANSITION CORP., a Delaware corporation, HEREBY CONSENT in writing as provided in Section 228 of the Delaware General Corporation Law to the following corporate action which would otherwise be subject to a vote at a special meeting of the stockholders of said Corporation:

The approval and adoption of the following resolution, as adopted by the Board of Directors on the date hereof-

RESOLVED that it is deemed advisable and in the best interests of the Corporation that the Certificate of Incorporation of the Corporation, as amended, be further amended by changing Article FIRST thereof so that Article, as amended, shall be and read as follows:

"FIRST: The name of the Corporation is Apogent Transition Corp."

The undersigned HEREBY WAIVES compliance with any and all notice requirements imposed by law or by the By-Laws of said SYBRON TRANSITION CORP. and with any other provision of said By-Laws which may be inconsistent with the action effected by this instrument.

IN WITNESS WHEREOF, APOGENT TECHNOLOGIES INC. has caused this instrument to be executed and delivered in its name and on its behalf by its Executive Vice President, thereunto duly authorized this 11th day of February, 2002.

APOGENT TECHNOLOGIES INC.

By: 

Michael K. Bresson  
Executive Vice President

SYBRON TRANSITION CORP.  
CONSENT OF BOARD OF DIRECTORS

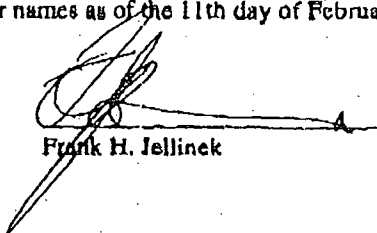
We, the undersigned, being all of the members of the Board of Directors of SYBRON TRANSITION CORP., a Delaware corporation, HEREBY CONSENT in writing as provided in Section 141(f) of the Delaware General Corporation Law to the following action required or permitted to be taken at any meeting of the Board of Directors of said Corporation:

The approval and adoption of the following resolution:

RESOLVED that it is deemed advisable and in the best interests of the Corporation that the Certificate of Incorporation of the Corporation, as amended, be further amended by changing Article FIRST thereof so that said Article, as amended, shall be and read as follows:

" FIRST: The name of the Corporation is Apogen Transition Corp."

EXECUTED and delivered in our names as of the 11th day of February, 2002.



Frank H. Jellinek

Jeffrey C. Leathe

Michael K. Bresson

SYBRON TRANSITION CORP.

CONSENT OF BOARD OF DIRECTORS

We, the undersigned, being all of the members of the Board of Directors of SYBRON TRANSITION CORP., a Delaware corporation, HEREBY CONSENT in writing as provided in Section 141(f) of the Delaware General Corporation Law to the following action required or permitted to be taken at any meeting of the Board of Directors of said Corporation:

The approval and adoption of the following resolution:

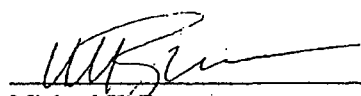
RESOLVED that it is deemed advisable and in the best interests of the Corporation that the Certificate of Incorporation of the Corporation, as amended, be further amended by changing Article FIRST thereof so that said Article, as amended, shall be and read as follows:

" FIRST: The name of the Corporation is Apogent Transition Corp."

EXECUTED and delivered in our names as of the 11th day of February, 2002.

\_\_\_\_\_  
Frank H. Jellinek

  
\_\_\_\_\_  
Jeffrey C. Leathe

  
\_\_\_\_\_  
Michael K. Bresson



CERTIFICATE OF AMENDMENT  
of  
CERTIFICATE OF INCORPORATION  
of  
SYBRON TRANSITION CORP.

SYBRON TRANSITION CORP., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Law"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of SYBRON TRANSITION CORP., by the unanimous written consent of its members pursuant to Section 141(f) of the Law, filed with the minutes of the proceedings of the Board, duly adopted a resolution setting forth a proposed amendment of the Certificate of Incorporation of said corporation and declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

RESOLVED that it is deemed advisable and in the best interests of the Corporation that the Certificate of Incorporation of the Corporation, as amended, be further amended by changing Article FIRST thereof so that said Article, as amended, shall be and read as follows:

" FIRST: The name of the Corporation is Apogent Transition Corp."

SECOND: That in lieu of a meeting and vote of the stockholders; the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the Law and that said consent has been filed with the minutes of the proceedings of the stockholders.

**THIRD:** That the aforesaid amendment of the Certificate of Incorporation was duly adopted pursuant to the applicable provisions of Section 141, 228 and 242 of the Law.

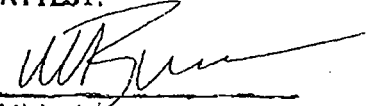
IN WITNESS WHEREOF, said SYBRON TRANSITION CORP. has caused this instrument to be executed for and on its behalf by its President, thereunto duly authorized, and attested by its Secretary, this 11th day of February, 2002.

SYBRON TRANSITION CORP.

By: 

Frank H. Jellinek, Jr.  
President

ATTEST:

  
Michael K. Bresson  
Secretary



PENNSYLVANIA  
Department of State

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**Business Entity  
Filing History**

Date: 1/30/2011 (Select the link above to  
view the Business Entity's  
Filing History)

**Business Name History**

Name	Name Type
LANXESS Sybron Chemicals Inc.	Current Name
SYBRON CHEMICALS, INC.	Prior Name

**Business Corporation - Foreign - Information**

Entity Number: 1519819  
Status: Active  
Entity Creation Date: 8/3/1989  
State of Business.: DE  
Registered Office Address: % CORPORATION SERVICE COMPANY  
PA -0  
Dauphin  
Mailing Address: No Address

**Officers**

Name: SIDNEY H COHEN  
Title: Treasurer  
Address: BIRMINGHAM RD PO BOX  
66ST  
BIRMINGHAM NJ 08011



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## News release



### New name for Sybron Chemicals

#### Worldwide marketing campaign launched

**Leverkusen** – Sybron Chemicals Inc., a wholly-owned subsidiary of LANXESS Corp. that operates the U.S. ion exchange resin business, changed its name to LANXESS Sybron Chemicals Inc. The new name demonstrates the association with the global LANXESS organization while maintaining the strength of the Sybron reputation within the North American ion exchange industry.

In conjunction with the name change the Ion Exchange Resins business unit also launched a new logo and a worldwide marketing campaign called "Let's change the future." The campaign focuses on the company's strategy of working with customers to identify innovative solutions and potential applications for ion exchange resins. LANXESS Sybron Chemicals Inc. will continue to provide both Lewatit and Ionac ion exchange resins.

The Ion Exchange Resins business unit belongs to the Performance Chemicals segment, which achieved total sales in 2006 of EUR 1,812 million.

LANXESS is one of the leading European chemicals suppliers, with 2006 sales of EUR 6.94 billion and more than 16,000 employees in 18 countries. The company is represented at around 50 sites worldwide. The core business of LANXESS is the development, manufacture and sale of chemicals, rubber and plastics.

#### Information for editors:

All our news releases can be found on our home page at [www.lanxess.com](http://www.lanxess.com) under the "Press" button. Any available visual material can also be downloaded from there.

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Leverkusen, August 15, 2007  
fah/erb (2007-0216e)

**Forward-Looking Statements**

This news release contains forward-looking statements based on current assumptions and forecasts made by LANXESS AG management. Various known and unknown risks, uncertainties and other factors could lead to material differences between the actual future results, financial situation, development or performance of the company and the estimates given here. The company assumes no liability whatsoever to update these forward-looking statements or to conform them to future events or developments.

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